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Attorneys for Plaintiff

Johnson & Johnson Health Care Systems Inc.

UNITED STATES DISTRICT COURT
 DISTRICT OF NEW JERSEY

JOHNSON & JOHNSON
 HEALTH CARE SYSTEMS INC.,

Plaintiff,

vs.

SAVE ON SP, LLC,
 EXPRESS SCRIPTS, INC., and
 ACCREDO HEALTH GROUP, INC.

Defendants.

:

Civil Action No. 22-2632 (JKS) (CLW)

:

:

**DECLARATION OF
 ADEEL A. MANGI IN
 SUPPORT OF MOTION
 FOR LEAVE TO SUPPLEMENT
 THE AMENDED COMPLAINT**

:

Document electronically filed

ADEEL A. MANGI, of full age, hereby declares as follows:

1. I am a partner of the law firm Patterson Belknap Webb & Tyler LLP
 and counsel to Plaintiff Johnson & Johnson Health Care Systems Inc. (“JJHCS”).

2. I submit this Declaration in support of JJHCS's Motion for Leave to Supplement the Amended Complaint.

3. Attached as **Exhibit 1** is a true and correct copy of SaveOnSP's 2022 Drug List, as set forth at https://hr.uky.edu/sites/default/files/Saveon%20Drug%20List%20July%202022_0.pdf.

4. Attached as **Exhibit 2** is a true and correct copy of SaveOnSP's 2024 Drug List, as set forth at <https://www.saveonsp.com/wp-content/uploads/2023/10/AllOther012024.pdf>.

5. Attached as **Exhibit 3** is a true and correct copy of a document produced by SaveOnSP bearing the Bates number SOSP_1045896.

6. Attached as **Exhibit 4** is a true and correct copy of a document produced by SaveOnSP bearing the Bates number SOSP_0855487.

7. Attached as **Exhibit 5** is a true and correct copy of a document produced by SaveOnSP bearing the Bates number SOSP_1323681.

8. Attached as **Exhibit 6** is a true and correct copy of SaveOnSP's Supplemental Responses & Objections to JJHCS's Fourth Set of Interrogatories, dated August 27, 2024.

9. Attached as **Exhibit 7** is a true and correct copy of JJHCS's Fourth Set of Interrogatories, dated June 27, 2024.

10. Attached as **Exhibit 8** is a true and correct copy of a document produced by SaveOnSP bearing the Bates number SOSP_2438489.

11. Attached as **Exhibit 9** is a true and correct copy of a document produced by SaveOnSP bearing the Bates number SOSP_2438513.

12. Attached as **Exhibit 10** is a true and correct copy of SaveOnSP's Responses & Objections to JJHCS's Fourth Set of Interrogatories, dated July 29, 2024.

13. Attached as **Exhibit 11** is a true and correct copy of an email sent from counsel for SaveOnSP to counsel for JJHCS, dated September 10, 2024.

14. Attached as **Exhibit 12** is a true and correct copy of an email sent from counsel for SaveOnSP to counsel for JJHCS, dated October 3, 2024.

15. Attached as **Exhibit 13** is a true and correct copy of SaveOnSP's Eleventh Set of Requests for Production, dated August 23, 2024.

16. Attached as **Exhibit 14** is a true and correct copy of a letter sent from counsel for SaveOnSP to counsel for JJHCS, dated August 23, 2024.

17. Attached as **Exhibit 15** is a true and correct copy of a letter sent from counsel for JJHCS to counsel for SaveOnSP, dated August 28, 2024.

18. Attached as **Exhibit 16** is a true and correct copy of a letter sent from counsel for JJHCS to counsel for SaveOnSP, dated September 23, 2024.

19. Attached as **Exhibit 17** is a true and correct copy of an email sent from counsel for JJHCS to counsel for SaveOnSP, dated October 3, 2024.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: New York, New York
October 7, 2024



Adeel A. Mangi

Exhibit 1

Web Data Collection Report

Page Title

hr.uky.edu/sites/default/files/Saveon Drug List July 2022_0.pdf

URL

https://hr.uky.edu/sites/default/files/Saveon%20Drug%20List%20July%202022_0.pdf

Collection Date

Thu Oct 03 2024 17:25:09 GMT-0400 (Eastern Daylight Time)

Collected by

klevineflandrup@pbwt.com (klevineflandrup@pbwt.com)

IP Address

172.30.0.1

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4558b0

File Signatures

SCREEN CAPTURE

PDF

File Name

[https-hr.uky.edu-sites-default-files-Saveon-20Drug-20List-20July-202-Oct-03-24-17-25-09-GMT-0400-\(EDT\).pdf](https-hr.uky.edu-sites-default-files-Saveon-20Drug-20List-20July-202-Oct-03-24-17-25-09-GMT-0400-(EDT).pdf)

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b51db8b6aed898dee44651a610e5157f90b8840e6d65b9794ae843706b23fe72747f4f99
3b6e2f122

State Benchmark = All States except CA, CO, UT 2022 SaveOnSP Drug List

Please call 1-800-683-1074 to participate. Once enrolled, your responsibility will be \$0.



Effective July 1, 2022

The specialty medications included on the SaveOnSP Drug List are specific to your plan's prescription drug benefit and subject to change at any time. Prescription drug benefit plan terms will always take precedence. Medications with prior authorization criteria must be approved in advance by the plan and follow applicable laws and/or regulations. The specialty medications included on this list will have a 30% coinsurance, but with participation in SaveOnSP, **your final cost will be \$0**. Fill your specialty medications through your approved specialty pharmacy.

A

Abraxane

Actemra

Acthar

Adakveo

Adcetris

Adcirca

Advate

Adynovate

Afinitor

Afstyla

Aldurazyme

Alecensa

AlphaNine

Alprolix

Alunbrig

Ampyra

Arcalyst

Asceniv

Aubagio

Austedo

Avastin

Avonex

Avsola

B

Benefix

Benlysta

Beovu

Berinert

Blenrep

Bosulif

Braftovi

Brukinsa

C

Cabliivi

Cabometyx

Calquence

Carbaglu

Cayston

Cerdelga

Cholbam

Cibinquo

Cimzia

Cinryze

Copaxone

Cosentyx

Crysvita

Cuvitru

Cyramza

Cystadrops

D

Darzalex

Darzalex Faspro

Dojolvi

Doptelet

Dupixent

E

Elaprase

Elelyso

Eloctate

Empliciti

Enbrel

Enhertu

Enjaymo

Entyvio

Erbitux

Erivedge

Erleada

Esperoct

Evenity

Evkeeza

Exjade

Exkivity

Exondys 51

Extavia

Eylea

F

Fabrazyme

Farydak

Fasenra

Feiba NF

Ferriprox

Fintepla

Firazyf

Firdapse

Folotyf

Forteo

Fotivda

Fulphila

G

Galafold

Gamifant

Gammagard

Gattex

Gazyva

Gilenya

Gilotrif

Givlaari

Glatiramer Acetate

Glatopa

Gleevec

Gocovri

Granix

H

Haegarda

Hemlibra

Herceptin

Herceptin Hylecta

Herzuma

Hetlioz

Humate-P

Humira

Hyqvia

I

Ibrance

Iclusig

Idelvion

Ilumya

Imcivree

Imfinzi

Increlex

Inflectra

Ingrezza

Inlyta

Inqovi

Inrebic

Istodax

Ixempra

Ixinity

J

Jadenu

Jakafi

Jemperli

Jevtana

Jivi

Juxtapid

Jynarque

K

Kadcyla

Kalbitor

Kalydeco

Kanjinti

Kanuma

Kesimpta

Keveyis

Kevzara

Kisqali

Kisqali Femara Co-Pack

Kogenate FS

Koselugo

Kovaltry

Krystexxa

Kuvan

L

Lenvima

Letairis

Leukine

Libtayo

Livmarli

Lonsurf

Lorbrena

Lucentis

Lumakras

Lumizyme

Lumoxiti

Lupkynis

Luxturna

Lynparza

M

Makena

Margenza

Mayzent

Mekinist

Mektovi

Mvasi

Myalept

N

Nerlynx

Neulasta

Neupogen

Nexavar

Nexviazyme

Ninlaro

Nityr

Nivestym

Northera

Novoeight

Novoseven RT

Nplate

Nubeqa

Nucala

Nulibry

Nuplazid

Nuwiq

Nyvepria

O

Ocaliva

Ocrevus

Ogivri

Olumiant

Ontruzant

Onureg

Opdivo

Opsumit



Orencia
Orenitram
Orfadin
Orgovyx
Orkambi
Orladeyo
Otezla
Oxbryta
Oxervate
Oxlumo

P

Padcev
Palynziq
Pemazyre
Perjeta
Phesgo
Piqray
Plegridy
Polivy
Poteligeo
Procysbi
Promacta
Pulmozyme

Q

Qinlock

R

Radicava
Ravicti
Rebif
Rebinyn
Recombinate
Remicade
Renflexis
Retevmo
Revatio
Revcovi
Riabni
Rinvoq
Rituxan
Rituxan Hycela
Rixubis
Ruxience
Rybrevant
Rydapt

S

Sandostatin Lar
Depot
Saphnelo
sapropterin
Sarclisa
Scemblix
Serostim
Signifor
Signifor LAR

Siliq
Skyrizi
Skytrofa
Soliris
Somatuline Depot
Somavert
Spinraza
Sprycel
Stelara
Stivarga
Strensiq
Sublocade
Susvimo
Sutent

T

Tafinlar
Tagrisso
Takhzyro
Taltz
Talzenna
Tasigna
Tavalisse
Tavneos
Tazverik
Tecentriq
Tecfidera
Tegsedi
Tepmetko
Thiola
Tivdak
Tobi
Tracleer
Trazimera
Tremfya
treprostinil
Tretten
Trikafta
Triptodur
Trodelvy
Truseltiq
Truxima
Tukysa
Turalio
Tykerb
Tysabri
Tyvaso

U

Udenyca
Ultomiris

V

Valchlor
Vectibix
Venclexta
Verzenio

Viltepso
Vistogard
Vonvendi
Votrient
Voxzogo
Vumerity
Vyleesi
Vyndamax
Vyndaqel
Vyondys 53
Vyxeos

W

Wakix
Welireg
Wilate

X

Xalkori
Xeljanz
Xembify
Xenazine
Xermelo
Xgeva
Xolair
Xospata
Xpovio
Xtandi
Xyntha
Xyrem

Y

Yervoy

Z

Zarxio
Zejula
Zelboraf
Zeposia
Ziextenzo
Zirabev
Zokinvy
Zolgensma
Zynlonta
Zytiga

Exhibit 2

Web Data Collection Report

Page Title

saveonsp.com/wp-content/uploads/2023/10/AllOther012024.pdf

URL

https://www.saveonsp.com/wp-content/uploads/2023/10/AllOther012024.pdf

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File Signatures

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PDF

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21e4

State Benchmark = All States except CA, CO, UT 2024 Copay Assistance Benefit Drug List

Effective January 1, 2024

Please call 1-800-683-1074 to participate. Once you've completed the manufacturer copay assistance program's enrollment process and consented to SaveOnSP monitoring your pharmacy account, your responsibility will be reduced.

The specialty medications included in the copay assistance benefit drug list are specific to your plan's prescription drug benefit and subject to change at any time. Prescription drug benefit plan terms will always take precedence. Medications with prior authorization criteria must be approved in advance by the plan and follow applicable laws and/or regulations. The specialty medications included on this list will have a 30 percent coinsurance, which may be subject to change. By completing the manufacturer copay assistance program's enrollment process and consenting to SaveOnSP monitoring your pharmacy account, **your final cost will be reduced**. Specialty medications will be filled through your approved specialty pharmacy.

A

Abraxane
Abrilada
Actemra
Adakveo
Adalimumab-adaz
Adbry
Adcetris
Adcirca
Advate
Adynovate
Afinitor
Afstyla
Aldurazyme
Alecensa
AlphaNine
Alprolix
Altuviio
Alunbrig
Amjevita
Ampyra
Amvuttra
Arcalyst
Asceniv
Aubagio
Austedo
Avastin
Avonex
Avsola

B

Bavencio
Benefix
Benlysta
Beovu
Berinert
Bivigam
Bosulif
Braftovi
Briumvi

Brukinsa

C

Cablivi
Cabometyx
Calquence
Camzyos
Carbaglu
Cayston
Cerdelga
Cerezyme
Cholbam
Cibinqo
Cimerli
Cimzia
Cinryze

Columvi

Copaxone
Cortrophin
Cosentyx
Crysvita
Cutaquig
Cuvitru
Cyltezo
Cyramza
Cystadrops

D

Daybue
Dojolvi
Doptelet
Dupixent
Durysta

E

Elahere
Elaprase
Elelyso
Elfabrio
Eloctate
Empaveli
Empliciti

Enbrel
Enhertu
Enjaymo
Entyvio
Epkinly
Erbitux
Erivedge
Erleada
Esbriet
Esperoct
Evenity
Evkeeza
Exjade
Exondys 51
Extavia
Eylea

F

Fabrazyme
Fasenra
Feiba NF
Ferriprox
Filspari
Fintepla
Firazyr
Firdapse
Folotyn
Forteo
Fotivda
Fulphila
Fynetra

G

Galafold
Gamifant
Gammagard
Gattex
Gazyva
Gilenya
Gilotrif
Givlaari

Glatiramer Acetate
Glatopa
Gleevec
Gocovri
Granix

H

Haegarda
Hemlibra
Herceptin
Herceptin Hylecta
Herzuma
Hetlioz
Humate-P
Humira
Hyqvia
Hyrimoz

I

Ibrance
Iclusig
Idelvion
Ilaris
Ilumya
Imcivree
Imfinzi
Increlex
Inflectra
Ingrezza
Inlyta
Inqovi
Inrebic

Istodax

Ixempra
Ixinity

J

Jadenu
Jakafi
Jaypirca
Jemperli
Jevtana

Jivi	Neupogen	Qinlock	Symdeko
Joenja	Nexavar	R	Synagis
Juxtapid	Nexviazyme	Radicava	T
Jynarque	Ninlaro	Ravicti	Tabrecta
K	Nityr	Rebif	Tafinlar
Kadcyla	Nivestym	Rebinyn	Tagrisso
Kalbitor	Northera	Recombinate	Takhzyro
Kalydeco	Novoeight	Releuko	Taltz
Kanjinti	Novoseven RT	Remicade	Talzenna
Kanuma	Nplate	Renflexis	Targretin
Kesimpta	Nubeqa	Retevmo	Tasigna
Keveyis	Nucala	Revatio	Tavalisse
Kevzara	Nulibry	Revcovi	Tavneos
Kineret	Nuplazid	Revlimid	Tazverik
Kisqali	Nuwiq	Rezlidhia	Tecentriq
Kisqali Femara Co-Pack	Nyvepria	Riabni	Tecfidera
Kitabis	O	Rinvoq	Tegsedi
Kogenate FS	Ocaliva	Rituxan	Tepezza
Koselugo	Ocrevus	Rituxan Hycela	Tepmetko
Kovaltry	Odomzo	Rixubis	teriparatide
Krazati	Ogivri	Rolvedon	Thiola
Krystexxa	Olumiant	Rubraca	Tibsovo
Kuvan	Ontruzant	Ruxience	Tivdak
Kyprolis	Onureg	Rybrevant	Tobi
L	Opdivo	Rydapt	Tracleer
Lamzede	Opdualag	Rystiggo	Trazimera
Lenvima	Orencia	S	Tremfya
Leqembi	Orenitram	Sandostatin Lar Depot	treprostinil
Letairis	Orfadin	Saphnelo	Tretten
Leukine	Orgovyx	Sarclisa	Trikafta
Libtayo	Orkambi	Scemblix	Triptodur
Livmarli	Orladeyo	Serostim	Trodelvy
Lonsurf	Orserdu	Sevenfact	Truseltiq
Lorbrena	Otezla	Signifor	Truxima
Lucentis	Oxbryta	Signifor LAR	Tukysa
Lumakras	Oxervate	Siliq	Tykerb
Lumizyme	Oxlumo	Skyclarys	Tymlos
Lumryz	P	Skyrizi	Tysabri
Lunsumio	Padcev	Skysona	Tyvaso
Lupkynis	Palynziq	Skytrofa	Tzield
Luxturna	Pemazyre	sodium oxybate	U
Lynparza	Perjeta	Soliris	Udenyca
M	Phesgo	Somatuline Depot	Ultomiris
Makena	Piqray	Somavert	V
Margenza	Plegridy	Sotyktu	Vabysmo
Mayzent	Polivy	Spinraza	Valchlor
Mekinist	Ponvory	Sprycel	Vanflyta
Mektovi	Poteligeo	Stelara	Vectibix
Mvasi	Procysbi	Stivarga	Venclexta
Myalept	Promacta	Strensiq	Verzenio
N	Pulmozyme	Sublocade	Vijoice
Nerlynx	Pyrukynd	Susvimo	Viltepso
Neulasta	Q	Sutent	Vistogard
	Qalsody	Syfovre	Vivitrol

Vonjo
Vonvendi
Votrient
Vowst
Voxzogo
Vpriv
Vumerity
Vyjuvek
Vyleesi
Vyndamax
Vyndaqel
Vyondys 53
Vyxeos

W

Wakix
Welireg
Wilate

X

Xalkori
Xeljanz
Xembify
Xenazine
Xenpozyme
Xermelo
Xgeva

Xolair
Xospata
Xpovio
Xtandi
Xyntha
Xyrem

Y

Yervoy
Yonsa
Yusimry

Z

Zarxio

Zejula
Zelboraf
Zeposia
Ziextenzo
Zirabev
Zokinvy
Zolgensma
Ztalmy
Zynlonta
Zynteglo
Zynyz
Zytiga

Exhibit 3

Exhibit 4

Exhibit 5

Exhibit 6

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sgalli@rc.com

Philippe Z. Selendy (*admitted pro hac vice*)
Andrew R. Dunlap (*admitted pro hac vice*)
Meredith Nelson (*admitted pro hac vice*)
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Attorneys for Defendant Save On SP, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

JOHNSON & JOHNSON HEALTH CARE
SYSTEMS INC.,

Plaintiff,

v.

SAVE ON SP, LLC,

Defendant.

Civ. A. No. 22-2632 (JKS) (CLW)

**DEFENDANT'S SUPPLEMENTAL
RESPONSES AND OBJECTIONS TO
PLAINTIFF'S FOURTH SET OF
INTERROGATORIES**

To: Jeffrey J. Greenbaum, Esq.
SILLS CUMMIS & GROSS, P.C.
One Riverfront Plaza

Newark, New Jersey 07102
973-643-7000

Adeel A. Mangi, Esq.
Harry Sandick, Esq.
George LoBiondo, Esq.
PATTERSON BELKNAP WEBB
& TYLER LLP
1133 Avenue of the Americas
New York, New York

*Attorneys for Plaintiff Johnson & Johnson
Health Care Systems Inc.*

Pursuant to Federal Rules of Civil Procedure 26 and 33, and Local Civil Rule 33.1, Defendant Save On SP, LLC (“SaveOnSP”), by and through its undersigned counsel, responds and objects to Plaintiff Johnson & Johnson Health Care Systems Inc.’s (“JJHCS”) Fourth Set of Interrogatories, dated June 27, 2024 (the “Interrogatories”). These responses should be deemed to supplement and amend SaveOnSP’s disclosures under Rule 26(a) of the Federal Rules of Civil Procedure. If SaveOnSP learns that in some material respect its responses are incomplete or incorrect, SaveOnSP will supplement or correct them if the additional or corrective information has not otherwise been made known to JJHCS during the discovery process or in writing. Fed. R. Civ. P. 26(e)(1)(A). SaveOnSP’s responses to these Interrogatories are based on information available to it at the time it made them. SaveOn reserves the right to modify or supplement its responses.

GENERAL OBJECTIONS

1. JJHCS does not limit any of its Interrogatories to nonprivileged material. Save-OnSP objects to each Interrogatory to the extent that it seeks a disclosure of information which is subject to the attorney-client privilege, the work product doctrine, the common-interest privilege, or any other applicable privileges, immunities, or doctrines.

2. JJHCS does not limit any of its Interrogatories to information within SaveOnSP's possession, custody, or control. SaveOnSP objects to each Interrogatory to the extent that it seeks disclosure of information that is not within SaveOnSP's possession, custody, or control that SaveOnSP can locate after a reasonable inquiry.

OBJECTIONS TO DEFINITIONS

3. SaveOnSP objects to the definition of "SaveOnSP" as including attorneys and accountants who may be outside of SaveOnSP's possession, custody, and control. SaveOnSP interprets the term "SaveOnSP" to mean Save On SP, LLC, and any and all predecessors and successors in interest, assignees, parents, subsidiaries, affiliates, divisions or departments, agents, representatives, directors, officers, employees, committees, and all persons or entities acting or purporting to act on behalf or under the control of Save On SP, LLC.

4. SaveOnSP objects to the definition of "SaveOnSP Program," as described in Complaint ¶¶ 9-17 and ¶¶ 50-88, because it mischaracterizes SaveOnSP's services. SaveOnSP will not use this definition. SaveOnSP instead interprets this term to mean the services that it provides to health plans.

5. SaveOnSP objects to the definition of "SaveOnSP Drug List" as it purports to incorporate a document created outside the discovery period.

6. SaveOnSP objects to the definition of "You" and "Your" to the same extent that it objects to the definition of "SaveOnSP."

OBJECTIONS TO INSTRUCTIONS

7. SaveOnSP objects to Instruction No. 15 in Plaintiff's Third Set of Interrogatories to the extent that JJHCS attempts to impose requirements on SaveOnSP beyond those required by the Federal Rules of Civil Procedure, agreed to by the parties, or ordered by the Court.

8. SaveOnSP objects to Instruction No. 16 to the extent it purports to require SaveOnSP to answer Plaintiff's Interrogatories based on knowledge obtained from all available sources. SaveOnSP will answer Plaintiff's Interrogatories based on information in its possession, custody, and control available to it following a reasonable inquiry.

9. SaveOnSP objects to Instruction No. 17 to the extent that JJHCS attempts to impose requirements on SaveOnSP beyond those required by the Federal Rules of Civil Procedure, agreed to by the parties, or ordered by the Court.

Dated: August 27, 2024

By: /s/ E. Evans Wohlforth, Jr.
E. Evans Wohlforth, Jr.
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Attorneys for Defendant Save On SP, LLC

RESPONSES TO PLAINTIFF'S FOURTH SET OF INTERROGATORIES

INTERROGATORY NO. 21:

Describe all actions that You have taken relating to the New Terms, including whether You have removed or intend to remove the Affected Drugs from the SaveOnSP Program or SaveOnSP Drug Lists, and what You have communicated to Your client health plans or anyone else regarding the New Terms.

RESPONSE:

SaveOnSP objects to this Interrogatory as seeking information that is not relevant to the claims or defenses in this action.

SaveOnSP further objects to this Interrogatory to the extent that it seeks information regarding communications by or with SaveOnSP's counsel.

SaveOnSP further objects to this Interrogatory as unduly burdensome to the extent it requests that SaveOnSP identify and describe all actions SaveOnSP has taken regarding the New Terms and all communications with clients "or anyone else" about the same.

SaveOnSP responds as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SaveOn designates its response to this Interrogatory as “Confidential” under the November 22, 2022 Discovery Confidentiality Order, Dkt. No. 62.

CERTIFICATION OF SAVE ON SP, LLC

I, Jody Miller, am the President of Save On SP, LLC ("SaveOnSP"). I am authorized to submit this certification on behalf of SaveOnSP. I certify that the foregoing answers made by me to these Interrogatories are true. I am aware that if any of the foregoing answers are willfully false, SaveOnSP and I are subject to punishment. I certify that in responding to the foregoing Interrogatories, I have furnished all information available to SaveOnSP, its agents, employees and attorneys. As to those answers which are not within my personal knowledge, I certify that I am able, upon request, to provide the name and address of every person from whom such information was received or, where the source of such information is documentary, a full description of the document including its location.

Save On SP, LLC

By: 

Jody Miller
President

Date: August 23, 2024

Exhibit 7

SILLS CUMMIS & GROSS P.C.
Jeffrey J. Greenbaum
Katherine M. Lieb
One Riverfront Plaza
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(973) 643-7000

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Adeel A. Mangi
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(212) 336-2000

Attorneys for Plaintiff
Johnson & Johnson Health Care Systems Inc.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

JOHNSON & JOHNSON	:	
HEALTH CARE SYSTEMS INC.,	:	Civil Action No. 22-2632 (JMV) (CLW)
	:	
Plaintiff,	:	
vs.	:	PLAINTIFF'S FOURTH
	:	SET OF INTERROGATORIES
SAVE ON SP, LLC,	:	
	:	
Defendant.	:	

PLAINTIFF'S FOURTH SET OF INTERROGATORIES

Pursuant to Rules 26 and 33 of the Federal Rule of Civil Procedure, Plaintiff Johnson & Johnson Health Care Systems Inc. ("JJHCS") directs the following Interrogatories to Defendant Save On SP, LLC ("SaveOnSP") and requests that within 30 days after service of these Interrogatories (or such earlier time as the parties may agree or the Court may order) that SaveOnSP provide a response to each Interrogatory in writing and under oath.

DEFINITIONS AND INSTRUCTIONS

1. “Action” means the above-captioned matter, *Johnson & Johnson Health Care Systems Inc. v. Save On SP, LLC*, No. 22-CV-2632, currently pending in the United States District Court for the District of New Jersey.

2. “Affected Drugs” means Tremfya®, Stelara®, and Simponi®.

3. “CarePath,” as used herein, means the “TREMIFYA withMe Savings Program” referenced in Appendix 1, the “STELARA withMe Savings Program” referenced in Appendix 2, or the “Janssen CarePath Savings Program” as that term is used in Appendix 3.

4. “Complaint” means JJHCS’s May 4, 2022 complaint [ECF No. 1] or any subsequently amended Complaint in this Action.

5. “New Terms” refers to any of the following terms in the CarePath terms and conditions for the Affected Drugs set forth in Appendices 1–3¹:

a. “[CarePath] is designed solely for the benefit of the patient. If your insurance company or health plan partners with SaveOnSP, then except where prohibited by law, you will not be eligible for, and you agree not to use, [CarePath].”

b. “If your health plan removes [the Affected Drug] from its partnership with SaveOnSP or other non-essential health benefit maximizer, you may be eligible to be reinstated in [CarePath].”

¹ These New Terms are also published on the CarePath page for each Affected Drug. See Tremfya withMe Savings Program Terms and Conditions, https://www.janssencarepath.com/sites/www.janssencarepath-v1.com/files/TREMIFYA-withMe_Savings-Program-Web-Flashcard.pdf?v=88; Stelara withMe Savings Program, <https://www.janssencarepath.com/sites/www.janssencarepath-v1.com/files/stelara-savings-program-overview.pdf?v=1141>; Simponi Savings Program, <https://www.janssencarepath.com/sites/www.janssencarepath-v1.com/files/simponi-savings-program-overview.pdf>.

c. “Notwithstanding any other term of this program, patients who are members of health plans that partner with SaveOnSP, or who are subject to services administered by SaveOnSP, are not eligible for [CarePath]. If your health plan removes [the Affected Drug] from its partnership with SaveOnSP, you may be eligible for [CarePath].”

6. “SaveOnSP” means Save On SP, LLC, and any and all predecessors and successors in interest, parents, subsidiaries, affiliates, divisions or departments, agents, representatives, directors, officers, employees, committees, attorneys, accountants, and all persons or entities acting or purporting to act on behalf or under the control of SaveOnSP.

7. “SaveOnSP Drug List” means any list issued by You or Your business associates that provide the names of the medications in the SaveOnSP Program and their associated costs effective July 1, 2024 or later. *See, e.g., Appendix 4, Nevada Public Employees’ Benefits Program NVPEBP 2024 SaveOnSP Drug List, SAVEONSP, also available at <https://www.saveonsp.com/wp-content/uploads/2024/06/pebp.pdf> (listing July 1, 2024 effective date); Appendix 5, State Benchmark = CA, CO, UT, 2024 Copay Assistance Benefit Drug List, also available at <https://www.slocounty.ca.gov/departments/human-resources/forms-documents/benefits/pharmacy-benefits/saveonsp-drug-list-7-1-2023> (listing July 1, 2024 effective date).*

8. “SaveOnSP Program” means the conduct as described in the Complaint at ¶¶ 9–17 and ¶¶ 50–88.

9. “You” and “Your” mean SaveOnSP as defined in paragraph 6 above.

10. “And” and “or” are to be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive; use of a singular noun is to be construed to include the plural noun and use of a plural noun is to be construed to include the singular noun;

the use of a verb in any tense is to be construed as the use of that verb in all other tenses whenever necessary to bring within the scope of the requested information that which might otherwise be construed to be outside its scope.

11. The term “including” means including, but not limited to.

12. These definitions and instructions, and the interrogatories set forth below, apply equally to all forms of electronic communications and information, including e-mails, and to any written, oral, or electronic exchange or transmission of information by any means, including face-to-face conversation, in-person meeting, mail, telephone, electronic mail, facsimile, text message, instant message, social media, and the Internet.

13. These interrogatories shall be deemed to include any and all relevant information within Your possession, custody or control, including, without limitation, information located in the files of any and all past and present directors, officers, agents, representatives, employees, attorneys, and accountants of or retained by You.

14. If You have a good-faith objection to any interrogatory or any part thereof, the specific nature of the objection and whether it applies to the entire interrogatory or to a part of the interrogatory shall be stated. If there is an objection to any part of an interrogatory, then the part objected to should be identified and a response to the remaining unobjectionable part should be provided.

15. If You have a good-faith objection to any interrogatory or any part thereof based upon the attorney-client privilege, work product doctrine, or any other privilege or immunity, You shall provide an explanation of the basis therefor, including the specific nature of the privilege or immunity claimed and the detailed grounds for claiming such privilege or immunity.

16. Each interrogatory shall be answered on the basis of Your entire knowledge, from all sources, after an appropriate and good-faith inquiry has been made.

17. If documents are being produced in lieu of answers pursuant to Rule 33(d) of the Federal Rules of Civil Procedure, identify, by document production number of similar means, the specific documents where in the answer is located and, unless apparent on the face of the document, state where within the document the answer can be found.

18. Unless the interrogatory requires otherwise, the time period for the interrogatories is April 1, 2024 through the present.

19. The interrogatories should be deemed continuing, and the responses to them must be supplemented pursuant to Rule 26(e) of the Federal Rules of Civil Procedure.

INTERROGATORIES

Interrogatory No. 21. Describe all actions that You have taken relating to the New Terms, including whether You have removed or intend to remove the Affected Drugs from the SaveOnSP Program or SaveOnSP Drugs Lists, and what You have communicated to Your client health plans or anyone else regarding the New Terms.

Dated: June 27, 2024

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By: /s/ Jeffrey J. Greenbaum
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Attorneys for Plaintiff
Johnson & Johnson Health Care Systems Inc.

Appendix 1

Tremfya withMe

 Tremfya®
(guselkumab)

Savings Program

for eligible commercially insured patients

Pay \$5 per injection

Maximum program benefit per calendar year shall apply. Terms expire at the end of each calendar year. Offer subject to change or end without notice. Restrictions, including monthly maximums, may apply. See program requirements on back.



Get instant savings on your out-of-pocket costs for your Janssen medication. Depending on your health insurance plan, savings may apply toward co-pay, co-insurance, or deductible.

Get started

Mobile Enrollment Available



Text "SAVINGS" to 56011
(message and data rates may apply*)



Express Enrollment
MyJanssenCarePath.com/express

Check eligibility, enroll, and receive an electronic Savings Program card that can be saved to your digital wallet on your iPhone or Android device.

You can use your Savings Program card when filling your prescription at a specialty or retail pharmacy. If for any reason your pharmacy cannot process your card, please submit a [Rebate Form](#) to receive a check.

Learn more about TREMFYA withMe – the support program built around you.

Through the dedicated support of a TREMFYA withMe Guide, a qualified healthcare professional,[†] you will get additional resources to help you with prescription cost and treatment support.

You can also create a personalized Patient Account at MyJanssenCarePath.com where you can:

- Enroll in the TREMFYA withMe Savings Program
- Learn about your insurance coverage
- View and manage your Savings Program benefits
- Sign up for treatment support

If you enroll in the Savings Program via Mobile or Express Enrollment, you will not be able to view and manage your Savings Program benefits until you create an account at MyJanssenCarePath.com.

Care Team members, such as Providers and Pharmacists, can enroll patients in the Savings Program at JanssenCarePathPortal.com/express

Information about your insurance coverage, cost support options, and treatment support is given to you by service providers for TREMFYA withMe via Janssen CarePath. The information you get does not require you to use any Janssen product. TREMFYA withMe cost support is not for patients in the Johnson & Johnson Patient Assistance Foundation.

*See [Terms](#) and [Privacy Policy](#).

[†]Guides do not provide medical advice. Please ask your doctor any questions you might have about your disease and treatment.

Please read the full [Prescribing Information](#) and [Medication Guide](#) for TREMFYA® and discuss any questions you have with your doctor.



Savings Program

Am I eligible?

You may be eligible for the TREMFYA withMe Savings Program if you are age 18 or older, use commercial or private health insurance for TREMFYA®, and must pay an out-of-pocket cost for your medication. There is no income requirement.

Some health plans have programs or benefit designs known as "accumulators" or "maximizers." These programs divert patient assistance funds away from patients.

- Accumulators don't allow patient assistance to count toward the patient's deductible and out-of-pocket maximum until the maximum value of the patient assistance is reached.
- Maximizers also don't allow patient assistance to count toward the patient's deductible and out-of-pocket maximum. Maximizers apply the full value of the patient assistance over the year. This could be either the same amount each month or a larger amount early in the year that tapers off, without allowing any of those funds to count toward the patient's annual deductible or out-of-pocket maximum.
- The TREMFYA withMe Savings Program is designed solely for the benefit of the patient. Thus, Janssen reserves the right to reduce the TREMFYA withMe Savings Program maximum benefit for patients in an accumulator or maximizer program or benefit design, except where prohibited by law.

In addition, some health plans have "non-essential health benefit maximizers" that conflict with the program requirements of the TREMFYA withMe Savings Program.

- These programs or benefit designs, like the services offered by SaveOnSP, classify certain specialty medicines such as TREMFYA® as "non-essential." This takes away protections for patients provided by the Affordable Care Act (ACA) related to maximum out-of-pocket limits.
- The TREMFYA withMe Savings Program is designed solely for the benefit of the patient. If your insurance company or health plan partners with SaveOnSP, then except where prohibited by law, you will not be eligible for, and you agree not to use, the TREMFYA withMe Savings Program.
- Please let TREMFYA withMe know if your insurance company or health plan has one of these programs or benefit designs, including SaveOnSP, by calling 833-withMe1 (833-948-4631) to discuss your options. Since you may not know you are subject to one of these programs or benefit designs when you enroll in TREMFYA withMe, Janssen will monitor your utilization.
- Janssen reserves the right to discontinue cost support if you no longer meet eligibility requirements.
- If your health plan removes TREMFYA® from its partnership with SaveOnSP or other non-essential health benefit maximizer, you may be eligible to be reinstated in the TREMFYA withMe Savings Program.

By utilizing this Savings Program, you accept and agree to abide by these program requirements. Any individual or entity who enrolls or assists in the enrollment of a patient in the Savings Program represents that the patient meets the eligibility criteria and other requirements described.



Savings Program (cont'd)

Other requirements

- This program is only for people age 18 or older using commercial or private health insurance who must pay an out-of-pocket cost for their Janssen medication. This includes plans from the Health Insurance Marketplace. This program is not for people who use any state or federal government-funded healthcare program. Examples of these programs are Medicare, Medicaid, TRICARE, Department of Defense, and Veterans Administration.
- By enrolling in this program, you agree that this program is intended solely for the benefit of you, the patient. You may not seek payment for the value received from this program from any health plan, patient assistance foundation, flexible spending account, or healthcare savings account.
- You must meet the program requirements every time you use the Savings Program.
- Program terms will expire at the end of each calendar year. The program may change or end without notice, including in specific states.
- Program participants are subject to an annual maximum benefit. Program benefits are set at the discretion of Janssen and may change without notice.
- Patients who are subject to programs, health plans, or benefits that claim to **reduce** their patients' out-of-pocket co-pay, co-insurance, or deductible obligations for certain prescription drugs based upon the availability of, or patient's enrollment in, manufacturer-sponsored co-pay assistance for such drugs will be subject to a reduced annual maximum program benefit per calendar year (not applicable to patients in Maine).
- Patients who are subject to programs, health plans, or benefits that claim to **eliminate** their out-of-pocket costs are not eligible for the TREMFYA withMe Savings Program, because this program is only for people who must pay an out-of-pocket cost for TREMFYA®.
- Notwithstanding any other term of this program, patients who are members of health plans that partner with SaveOnSP, or who are subject to services administered by SaveOnSP, are not eligible for the TREMFYA withMe Savings Program. If your health plan removes TREMFYA® from its partnership with SaveOnSP, you may be eligible for the TREMFYA withMe Savings Program.
- To use this program, you must follow any health plan requirements, including telling your health plan how much co-payment support you get from this program, if required. By using the Savings Program card, you confirm that you have read, understood, and agree to the program requirements on this page, and you are giving permission for information related to your Savings Program transactions to be shared with your healthcare provider(s). These transactions include rebates and any funds placed on the card or balance remaining on the card.
- Before you enroll in the program, you will be asked to provide personal information that may include your name, address, phone number, email address, and information related to your prescription medication insurance and treatment. This information is needed for Janssen Biotech, Inc., the maker of TREMFYA®, and our service providers to enroll you in the TREMFYA withMe Savings Program. We may also use the information you give us to learn more about the people who use TREMFYA®, and to improve the information we give them. Janssen Biotech, Inc., will not share your information with anyone else except where legally allowed.
- This program offer may not be used with any other coupon, discount, prescription savings card, free trial, or other offer. Offer good only in the United States and its territories. Void where prohibited, taxed, or limited by law.

You may end your participation in TREMFYA withMe at any time by calling 833-WITHME1 (833-948-4631).

TREMFYA withMe is limited to education about TREMFYA®, its administration, and/or the condition it treats. It is not intended to provide medical advice, replace a treatment plan you receive from your doctor or nurse, or serve as a reason for you to start or stay on treatment.

Get started at MyJanssenCarePath.com/express



Need help?

Call 833-WITHME1 (833-948-4631)

Monday–Friday, 8:00 AM–11:00 PM ET

Visit JanssenCarePath.com/Tremfya

Please read the full **Prescribing Information** and **Medication Guide** for TREMFYA® and discuss any questions you have with your doctor.

Appendix 2

Stelara withMe



Savings Program

for eligible commercially insured patients

Pay \$5 per dose

Maximum program benefit per calendar year shall apply. Terms expire at the end of each calendar year. Offer subject to change or end without notice. Restrictions, including monthly maximums, may apply. See program requirements.

Get savings on your out-of-pocket medication costs for STELARA®. Depending on your health insurance plan, savings may apply toward deductible, co-pay, and co-insurance.

Program does not cover costs to give you your treatment.



1. Enroll in the Savings Program

3 ways to enroll



By creating an online account and enrolling at [MyJanssenCarePath.com](https://www.MyJanssenCarePath.com)



By phone
844-4withMe
(844-494-8463)



By fax or mail
Complete [Patient Enrollment Form](#)*
*You will activate your card upon receipt of enrollment confirmation by mail.

2. How to use your Savings Program benefits

How your card can be used depends on the insurance you use to pay for your medication:



If you use your **pharmacy/prescription insurance** to pay for your medication from a pharmacy:

You may use your card (provide your Member ID #, Rx BIN #, and Group #) to receive instant savings off the cost of your medication. The pharmacy will collect your co-pay.



If you use your **medical/primary insurance** to pay for your medication through your doctor, treatment provider, or pharmacy:

You may use your card to receive a rebate, **OR** you may assign your benefits directly to your treatment provider. Please discuss this option with your provider.

How it works:

Your provider or pharmacy may or may not collect your co-pay, based on your insurance coverage.

You receive your treatment with STELARA®. Your provider or pharmacy submits your claim to your healthcare insurance provider.

You and your provider receive an EOB statement from your insurance. You are responsible for submitting the EOB to STELARA withMe Savings Program, or you can request your provider to submit the EOB on your behalf (see *How to submit a rebate request* on the next page).

STELARA withMe Savings Program reviews your EOB, and issues rebate to your card, to you by check, or to your provider if you have assigned your benefits to your provider.

Remember to bring your card to your treatment appointment.

Your card is not a credit card. There is no charge for your card.

If for any reason your provider or pharmacy cannot process your card, please call us at 844-4withMe (844-494-8463). You may be able to submit a [Rebate Form](#) to receive a check. Proof of medication payment required.

With an online account, you can manage your Savings Program benefits



- Review your available benefits
- Submit Savings Program requests
- View benefit payment transactions
- Receive timely alerts and program updates

How to submit a rebate request

If you have created an online Patient Account, you may submit online in your account. If you would like to receive a rebate check payable to you by mail, you must complete a [Rebate Form](#) and provide proof of medication payment.

At your request, your provider may submit rebate requests to the Savings Program on your behalf via the Provider Portal or by fax or mail.



Online:
MyJanssenCarePath.com



Fax:
844-250-7193



Mail:
STELARA withMe Savings Program
2250 Perimeter Park Drive, Suite 300
Morrisville, NC 27560

Confirm with your provider who will submit rebate requests to the program—you or your provider at your request.

Savings Program Requirements

Am I eligible?

You may be eligible for the STELARA withMe Savings Program if you are age 6 or older, use commercial or private health insurance for STELARA®, and must pay an out-of-pocket cost for your medication. There is no income requirement.

Some health plans have programs or benefit designs known as “accumulators” or “maximizers.” These programs divert patient assistance funds away from patients.

- Accumulators don’t allow patient assistance to count toward the patient’s deductible and out-of-pocket maximum until the maximum value of the patient assistance is reached.
- Maximizers also don’t allow patient assistance to count toward the patient’s deductible and out-of-pocket maximum. Maximizers apply the full value of the patient assistance over the year. This could be either the same amount each month or a larger amount early in the year that tapers off, without allowing any of those funds to count toward the patient’s annual deductible or out-of-pocket maximum.
- The STELARA withMe Savings Program is designed solely for the benefit of the patient. Thus, Janssen reserves the right to reduce the STELARA withMe Savings Program maximum benefit for patients in an accumulator or maximizer program or benefit design, except where prohibited by law.

In addition, some health plans have “non-essential health benefit maximizers” that conflict with the program requirements of the STELARA withMe Savings Program.

- These programs or benefit designs, like the services offered by SaveOnSP, classify certain specialty medicines such as STELARA® as “non-essential.” This takes away protections for patients provided by the Affordable Care Act (ACA) related to maximum out-of-pocket limits.
- The STELARA withMe Savings Program is designed solely for the benefit of the patient. If your insurance company or health plan partners with SaveOnSP, then except where prohibited by law, you will not be eligible for, and you agree not to use, the STELARA withMe Savings Program.
- Please let STELARA withMe know if your insurance company or health plan has one of these programs or benefit designs, including SaveOnSP, by calling 844-4withMe (844-494-8463) to discuss your options. Since you may not know you are subject to one of these programs or benefit designs when you enroll in STELARA withMe, Janssen will monitor your utilization.
- Janssen reserves the right to discontinue cost support if you no longer meet eligibility requirements.
- If your health plan removes STELARA® from its partnership with SaveOnSP or other non-essential health benefit maximizer, you may be eligible to be reinstated in the STELARA withMe Savings Program.

By utilizing this Savings Program, you accept and agree to abide by these program requirements. Any individual or entity who enrolls or assists in the enrollment of a patient in the Savings Program represents that the patient meets the eligibility criteria and other requirements described.

Please read the full [Prescribing Information](#) and [Medication Guide](#) for STELARA® and discuss any questions you have with your doctor.

Savings Program Requirements (cont'd)

Other Requirements

- **This program is only for people age 6 or older using commercial or private health insurance who must pay an out-of-pocket cost for their Janssen medication. This includes plans from the Health Insurance Marketplace.** This program is not for people who use any state or federal government-funded healthcare program. Examples of these programs are Medicare, Medicaid, TRICARE, Department of Defense, and Veterans Administration.
- By enrolling in this program, you agree that this program is intended solely for the benefit of you, the patient. You may not seek payment for the value received from this program from any health plan, patient assistance foundation, flexible spending account, or healthcare savings account.
- You must meet the program requirements every time you use the Savings Program.
- Program terms will expire at the end of each calendar year. The program may change or end without notice, including in specific states.
- Program participants are subject to an annual maximum benefit. Program benefits are set at the discretion of Janssen and may change without notice.
- Patients who are subject to programs, health plans, or benefits that claim to **reduce** their patients' out-of-pocket co-pay, co-insurance, or deductible obligations for certain prescription drugs based upon the availability of, or patient's enrollment in, manufacturer-sponsored co-pay assistance for such drugs will be subject to a reduced annual maximum program benefit per calendar year (not applicable to patients in Maine).
- Patients who are subject to programs, health plans, or benefits that claim to **eliminate** their out-of-pocket costs are not eligible for the STELARA withMe Savings Program, because this program is only for people who must pay an out-of-pocket cost for STELARA®.
- Notwithstanding any other term of this program, patients who are members of health plans that partner with SaveOnSP, or who are subject to services administered by SaveOnSP, are not eligible for the STELARA withMe Savings Program. If your health plan removes STELARA® from its partnership with SaveOnSP, you may be eligible for the STELARA withMe Savings Program.
- To use this program, you must follow any health plan requirements, including telling your health plan how much co-payment support you get from this program, if required. By using the Savings Program, you confirm that you have read, understood, and agree to the program requirements on this page, and you are giving permission for information related to your Savings Program transactions to be shared with your healthcare provider(s). These transactions include rebates and any funds placed on the card or balance remaining on the card.
- Before you enroll in the program, you will be asked to provide personal information that may include your name, address, phone number, email address, and information related to your prescription medication insurance and treatment. This information is needed for Janssen Biotech, Inc., the maker of STELARA®, and our service providers to enroll you in the STELARA withMe Savings Program. We may also use the information you give us to learn more about the people who use STELARA®, and to improve the information we give them. Janssen Biotech, Inc., will not share your information with anyone else except where legally allowed.
- If you use medical/primary insurance to pay for your medication, you need to submit a rebate request with an Explanation of Benefits (EOB) to get payment from the Savings Program. With your permission, your provider may submit the rebate request and EOB for you. Please make sure you and your provider know who will submit the rebate request.
- This program offer may not be used with any other coupon, discount, prescription savings card, free trial, or other offer. Offer good only in the United States and its territories. Void where prohibited, taxed, or limited by law.

You may end your participation in STELARA withMe at any time by calling 844-4withMe (844-494-8463).

Get started now...



**Need
help?**

Call **844-4withMe** (844-494-8463)
Monday–Friday, 8:00 AM–8:00 PM ET
Visit JanssenCarePath.com/Stelara

Information about your insurance coverage, cost support options, and treatment support is given to you by service providers for STELARA withMe via Janssen CarePath. The information you get does not require you to use any Janssen product. STELARA withMe cost support is not for patients in the Johnson & Johnson Patient Assistance Foundation.

The support and resources provided by STELARA withMe are not intended to provide medical advice, replace a treatment plan you receive from your doctor or nurse, or serve as a reason for you to start or stay on treatment.

Please read the full [Prescribing Information](#) and [Medication Guide](#) for STELARA® and discuss any questions you have with your doctor.

Appendix 3



Savings Program

for eligible commercially insured patients

Pay \$5 per injection

Maximum program benefit per calendar year shall apply.

Terms expire at the end of each calendar year. Offer subject to change or end without notice. Restrictions, including monthly maximums, may apply. See program requirements on next page.



Get instant savings on your out-of-pocket costs for your Janssen medication. Depending on your health insurance plan, savings may apply toward co-pay, co-insurance, or deductible.



Mobile Enrollment Available

 **Text "SAVINGS" to 93327**
(message and data rates may apply*)

  **Express Enrollment**
MyJanssenCarePath.com/express

Check eligibility, enroll, and receive an electronic Savings Program card that can be saved to your digital wallet on your iPhone or Android device.

You can use your Savings Program card when filling your prescription at a specialty or retail pharmacy. If for any reason your pharmacy cannot process your card, please submit a [Rebate Form](#) to receive a check.

You can also create a personalized Janssen CarePath Account at MyJanssenCarePath.com where you can:

- Enroll in the Janssen CarePath Savings Program
- Learn about your insurance coverage
- View and manage your Savings Program benefits
- Sign up for treatment support

If you enroll in the Savings Program via Mobile or Express Enrollment, you will not be able to view and manage your Savings Program benefits until you create an account at MyJanssenCarePath.com.

Care Team members, such as Providers and Pharmacists, can enroll patients in the Savings Program at JanssenCarePathPortal.com/express

*See [Terms](#) and [Privacy Policy](#).

Please read the full [Prescribing Information](#), including Boxed Warning, and [Medication Guide](#) for SIMPONI® and discuss any questions you have with your doctor.



Savings Program

Am I eligible?

You may be eligible for the Janssen CarePath Savings Program if you are age 18 or older, use commercial or private health insurance for SIMPONI®, and must pay an out-of-pocket cost for your medication. There is no income requirement.

Some health plans have programs or benefit designs known as “accumulators” or “maximizers.” These programs divert patient assistance funds away from patients.

- Accumulators don’t allow patient assistance to count toward the patient’s deductible and out-of-pocket maximum until the maximum value of the patient assistance is reached.
- Maximizers also don’t allow patient assistance to count toward the patient’s deductible and out-of-pocket maximum. Maximizers apply the full value of the patient assistance over the year. This could be either the same amount each month or a larger amount early in the year that tapers off, without allowing any of those funds to count toward the patient’s annual deductible or out-of-pocket maximum.
- The Janssen CarePath Savings Program is designed solely for the benefit of the patient. Thus, Janssen reserves the right to reduce the Janssen CarePath Savings Program maximum benefit for patients in an accumulator or maximizer program or benefit design, except where prohibited by law.

In addition, some health plans have “non-essential health benefit maximizers” that conflict with the program requirements of the Janssen CarePath Savings Program.

- These programs or benefit designs, like the services offered by SaveOnSP, classify certain specialty medicines such as SIMPONI® as “non-essential.” This takes away protections for patients provided by the Affordable Care Act (ACA) related to maximum out-of-pocket limits.
- The Janssen CarePath Savings Program is designed solely for the benefit of the patient. If your insurance company or health plan partners with SaveOnSP, then except where prohibited by law, you will not be eligible for, and you agree not to use, the Janssen CarePath Savings Program.
- Please let Janssen CarePath know if your insurance company or health plan has one of these programs or benefit designs, including SaveOnSP, by calling 877-CarePath (877-227-3728) to discuss your options. Since you may not know you are subject to one of these programs or benefit designs when you enroll in Janssen CarePath, Janssen will monitor your utilization.
- Janssen reserves the right to discontinue cost support if you no longer meet eligibility requirements.
- If your health plan removes SIMPONI® from its partnership with SaveOnSP or other non-essential health benefit maximizer, you may be eligible to be reinstated in the Janssen CarePath Savings Program.

By utilizing this Savings Program, you accept and agree to abide by these program requirements. Any individual or entity who enrolls or assists in the enrollment of a patient in the Savings Program represents that the patient meets the eligibility criteria and other requirements described.

Please read the full [Prescribing Information](#), including Boxed Warning, and [Medication Guide](#) for SIMPONI® and discuss any questions you have with your doctor.



Savings Program (cont'd)

Other requirements

- **This program is only for people age 18 or older using commercial or private health insurance who must pay an out-of-pocket cost for their Janssen medication. This includes plans from the Health Insurance Marketplace.** This program is not for people who use any state or federal government-funded healthcare program. Examples of these programs are Medicare, Medicaid, TRICARE, Department of Defense, and Veterans Administration.
 - By enrolling in this program, you agree that this program is intended solely for the benefit of you, the patient. You may not seek payment for the value received from this program from any health plan, patient assistance foundation, flexible spending account, or healthcare savings account.
 - You must meet the program requirements every time you use the Savings Program.
 - Program terms will expire at the end of each calendar year. The program may change or end without notice, including in specific states.
 - Program participants are subject to an annual maximum benefit. Program benefits are set at the discretion of Janssen and may change without notice.
 - Patients who are subject to programs, health plans, or benefits that claim to **reduce** their patients' out-of-pocket co-pay, co-insurance, or deductible obligations for certain prescription drugs based upon the availability of, or patient's enrollment in, manufacturer-sponsored co-pay assistance for such drugs will be subject to a reduced annual maximum program benefit per calendar year (not applicable to patients in Maine).
 - Patients who are subject to programs, health plans, or benefits that claim to **eliminate** their out-of-pocket costs are not eligible for the Janssen CarePath Savings Program, because this program is only for people who must pay an out-of-pocket cost for SIMPONI®.
 - Notwithstanding any other term of this program, patients who are members of health plans that partner with SaveOnSP, or who are subject to services administered by SaveOnSP, are not eligible for the Janssen CarePath Savings Program. If your health plan removes SIMPONI® from its partnership with SaveOnSP, you may be eligible for the Janssen CarePath Savings Program.
 - To use this program, you must follow any health plan requirements, including telling your health plan how much co-payment support you get from this program, if required. By using the Savings Program, you confirm that you have read, understood, and agree to the program requirements on this page, and you are giving permission for information related to your Savings Program transactions to be shared with your healthcare provider(s). These transactions include rebates and any funds placed on the card or balance remaining on the card.
 - Before you enroll in the program, you will be asked to provide personal information that may include your name, address, phone number, email address, and information related to your prescription medication insurance and treatment. This information is needed for Janssen Biotech, Inc., the maker of SIMPONI®, and our service providers to enroll you in the Janssen CarePath Savings Program. We may also use the information you give us to learn more about the people who use SIMPONI®, and to improve the information we give them. Janssen Biotech, Inc., will not share your information with anyone else except where legally allowed.
 - This program offer may not be used with any other coupon, discount, prescription savings card, free trial, or other offer. Offer good only in the United States and its territories. Void where prohibited, taxed, or limited by law.
- You may end your participation in Janssen CarePath at any time by calling 877-CarePath (877-227-3728).

Get started at MyJanssenCarePath.com/express



**Need
help?**

Visit JanssenCarePath.com/Simponi

Call **877-CarePath** (877-227-3728)

Monday–Friday, 8:00 AM–8:00 PM ET

Please read the full [Prescribing Information](#), including Boxed Warning, and [Medication Guide](#) for SIMPONI® and discuss any questions you have with your doctor.



Appendix 4

Nevada Public Employees' Benefits Program NVPEBP 2024 SaveOnSP Drug List

Please call 1-800-683-1074 to participate. Once you've completed the manufacturer copay assistance program's enrollment process and consented to SaveOnSP monitoring your pharmacy account, your responsibility will be reduced.

Effective July 1, 2024

The specialty medications included in the copay assistance benefit drug list are specific to your plan's prescription drug benefit and subject to change at any time. Prescription drug benefit plan terms will always take precedence. Medications with prior authorization criteria must be approved in advance by the plan and follow applicable laws and/or regulations. The specialty medications included on this list will have a 30 percent coinsurance, which may be subject to change. By completing the manufacturer copay assistance program's enrollment process and consenting to SaveOnSP monitoring your pharmacy account, **your final cost will be reduced**. Specialty medications will be filled through your approved specialty pharmacy.

A	B	C	D	E	F	G	H
Abraxane	Bavencio	Cablixi	Cuvitru	Egrifta	Exjade	Galafold	Herceptin
Abrilada	Benefix	Cabometyx	Cuvrior	Elahere	Exondys 51	Gamifant	Herceptin Hylecta
Actemra	Benlysta	Calquence	Cyltezo	Elaprase	Eylea	Gammagard	Herzuma
Adakveo	Berinert	Camzyos	Cyramza	Elelyso	Fabhalta	Gattex	Hetlioz
Adalimumab-adaz	Bimzelx	Carbaglu	Cystadrops	Elfabrio	Fabrazyme	Gazyva	Hulio
Adbry	Bivigam	Cayston	Daybue	Eloctate	Fasenra	Genotropin	Humate-P
Adcetris	Bosulif	Cerdelga	Dojolvi	Elrexio	Feiba NF	Gilotrif	Humira
Adcirca	Braftovi	Cerezyme	Doptelet	Emflaza	Ferriprox	Givlaari	Hyqvia
Adstiladrin	Briumvi	Cholbam	Duopa	Empaveli	Filspari	Glatopa	Hyrimoz
Advate	Brixadi	Cibinqo	Dupixent	Empliciti	Fintepla	Gocovri	Ibrance
Adynovate	Brukina	Cimerli	Durysta	Enbrel	Firazyr	Granix	Iclusig
Adzyna	Bylvay	Cimzia	E	Enhertu	Firdapse	Haegarda	Idacio
Afinitor	Byooviz	Cinryze	E	Entyvio	Folotyn	Hemlibra	Idelvion
Afstyla	C	Columvi	E	Epkinly	Forteo		Ilaris
Agamree	Cablivi	Copaxone	E	Erbix	Fotivda		Ilumya
Akeega	Cabometyx	Cortrophin	E	Esperoct	Fruzaqla		Imcivree
Aldurazyme	Calquence	Cosentyx	E	Evenity	Fulphila		Imfinzi
Alecensa	Camzyos	Crysvita	E	Evkeeza	Fynetra		Increlex
AlphaNine	Carbaglu	Cutaquig	E		Fylnetra		Inflectra
Alprolix	Caryston		E				Ingrezza
Altuviiio	Cerdelga		E				Inlyta
Alunbrig	Cerezyme		E				Inqovi
Almysys	Cholbam		E				Inrebic
Amjevita	Cibinqo		E				Iwifin
Ampyra	Cimerli		E				Ixempra
Amvuttra	Cimzia		E				Ixinity
Apokyn	Cinryze		E				Izervay
Arcalyst	Columvi		E				J
Asceniv	Copaxone		E				Jadenu
Austedo	Cortrophin		E				Jakafi
Avastin	Cosentyx		E				Jaypirca
Avonex	Crysvita		E				Jemperli
Avsola	Cutaquig		E				Jevtana

* Drug available upon launch to market.

Jivi
Joenja
Juxtapid
Jynarque

K

Kadcyla
Kalbitor
Kalydeco
Kanjinti
Kanuma
Kesimpta
Keveyis
Kevzara
Kineret
Kisqali
Kisqali Femara Co-Pack
Kitabis
Kogenate FS
Koselugo
Kovaltry
Krazati
Krystexxa
Kuvan
Kyprolis

L

Lamzedo
Lenvima
Leqembi
Letairis
Leukine
Libtayo
Litfulo
Livmarli
Lonsurf
Loqtorzi
Lorbrena
Lucentis
Lumakras
Lumizyme
Lumryz
Lunsumio
Lupkynis
Lupron
Luxturna
Lynparza
Lytgobi

M

Margenza

Mayzent
Mekinist
Mektovi
Mvasi
Myalept
Myobloc
Mytesi

N

Nerlynx
Neulasta
Neupogen
Nexavar
Nexvazyme
Ngenla
Ninlaro
Nityr
Nivestym
Northera
Nouriaz
Novoeight
Novoseven RT
Nplate
Nubeqa
Nucala
Nulibry
Nuplazid
Nutropin
Nuwiq
Nyvepria

O

Ocaliva
Ocrevus
Odomzo
Ogivri
Ogsiveo
Ojjaara
Olpruva
Olumiant
Omnitrope
Omvoh
Ontruzant
Onureg
Opdivo
Opdualag
Orencia
Orenitram
Orfadin
Orgovyx
Orkambi

Orladeyo
Orserdu
Otezla
Oxbryta
Oxervate
Oxlumo
Ozurdex

P

Padcev
Palynziq
Panhematin
Panzyga
Pemazyre
Perjeta
Phesgo
Piqrax
Plegridy
Polivy
Pombiliti
Ponvory
Poteligeo
Procysbi
Prolia
Promacta
Pulmozyme
Pyrukynd

Q

Qalsody
Qinlock

R

Radicava
Ravicti
Rebif
Rebinyn
Recombinate
Remicade
Renflexis
Retevmo
Revatio
Revcovi
Revlimid
Rezlidhia
Riabni
Rinvoq
Rituxan
Rituxan Hycela
Rivfloza
Rixubis

Rolvedon
Ruxience
Rybrevant
Rydapt
Rystiggo

S

Samsca
Sandostatin Lar Depot
Saphnelo
Sarclisa
Scemblix
Serostim
Sevenfact
Signifor
Signifor LAR
Siliq
Simlandi*
Simponi
Skyclarys
Skyrizi
Skysona
Skytrofa
Sodium Oxybate
Soliris
Somatuline Depot
Somavert
Sotyktu
Spinraza
Sprycel
Stelara
Stimufend
Stivarga
Strensiq
Sublocade
Sucraid
Supprelin
Susvimo
Sutent
Syfovre
Symdeko
Synagis

T

Tabrecta
Tadliq
Tafinlar
Tagrisso
Takhzyro
Taltz
Talzenna

Targretin
Tasigna
Tavalisse
Tavneos
Tazverik
Tecentriq
Tecfidera
Tegsedi
Tepezza
Tepmetko
Thiola
Tibsovo
Tivdak
Tobi
Tracleer
Trazimera
Tremfya
Tretten
Trikafta
Triptodur
Trodelvy
Truqap
Truxima
Tukysa
Tykerb
Tymlos
Tysabri
Tyvaso
Tzield

U

Udenyca
Ultomiris

V

Vabysmo
Valchlor
Vanflyta
Vectibix
Vegzelma
Venclexta
Verzenio
Vioice
Viltepso
Vistogard
Vivitrol
Vonjo
Vonvendi
Votrient
Vowst
Voxzogo

Vpriv
Vumerity
Vyjuvek
Vyleesi
Vyndamax
Vyndaqel
Vyondys 53
Vyxeos

W

Wainua
Wakix
Welireg
Wilate
X
Xalkori
Xeljanz
Xembify
Xenazine

Xenpozyme
Xermelo
Xgeva
Xolair
Xospata
Xpovio
Xtandi
Xyntha
Xyrem

Y

Yervoy
Yonsa
Yuflyma
Yusimry

Z

Zarxio
Zejula
Zelboraf

Zeposia
Ziextenzo
Zirabev
Zokinvy
Zolgensma
Ztalmy
Zynlonta
Zynteglo
Zynyz
Zytiga

Appendix 5

State Benchmark = CA, CO, UT 2024 Copay Assistance Benefit Drug List

Effective July 1, 2024

Please call 1-800-683-1074 to participate. Once you've completed the manufacturer copay assistance program's enrollment process and consented to SaveOnSP monitoring your pharmacy account, your responsibility will be reduced.

The specialty medications included in the copay assistance benefit drug list are specific to your plan's prescription drug benefit and subject to change at any time. Prescription drug benefit plan terms will always take precedence. Medications with prior authorization criteria must be approved in advance by the plan and follow applicable laws and/or regulations. The specialty medications included on this list will have a 30 percent coinsurance, which may be subject to change. By completing the manufacturer copay assistance program's enrollment process and consenting to SaveOnSP monitoring your pharmacy account, **your final cost will be reduced**. Specialty medications will be filled through your approved specialty pharmacy.

A

Abraxane
Abrilada
Actemra
Adakveo
Adalimumab-adaz
Adbry
Adcetris
Adcirca
Adempas
Adstiladrin
Advate
Adynovate
Adzynma
Afinitor
Afstyla

Agamree

Akeega

Aldurazyme

Alecensa

AlphaNine

Alprolix

Altuviiio

Alunbrig

Alymsys

Amjevita

Ampyra

Amvuttra

Apokyn

Arcalyst

Asceniv

Austedo

Avastin

Avonex

Avsola

Ayvakit

B

Bafiertam

Balversa

Bavencio

Benefix

Benlysta

Berinert

Betaseron

Biktarvy

Bimzelx

Bivigam

Bosulif

Braftovi

Briumvi

Brixadi

Brukinsa

Bylvy

Byooviz

C

Cabenuva

Cablixi

Cabometyx

Calquence

Camzyos

Caprelsa

Carbaglu

Cayston

Cerdelga

Cerezyme

Cholbam

Cibinqo

Cimerli

Cimzia

Cinryze

Columvi

Cometriq

Complera

Copaxone

Copiktra

Cortrophin

Cosentyx

Cotellic

Crysvita

Cutaquig

Cuvitru

Cuvrior

Cyltezo

Cyramza

Cystadrops

D

Daurismo

Daybue

Delstrigo

Dojolvi

Doptelet

Dovato

Duopa

Dupixent

Durysta

E

Egrifta

Elahere

Elaprase

Elelyso

Elfabrio

Eloctate

Elrexfio

Emflaza

Empaveli

Empliciti

Enbrel

Enhertu

Enjaymo

Enspryng

Entyvio

Epclusa

Epkinly

Erbix

Erivedge

Erleada

Esbriet

Esperoct

Evenity

Evkeeza

Exjade

Exkivity

Exondys 51

Extavia

Eylea

F

Fabhalta

Fabrazyme

Fasenra

Feiba NF

Ferriprox

Filspari

Fintepla

Firazyr

Firdapse

Foloty

Forteo

Fotivda

Fruzaqla

Fulphila

Fyarro

Fylnetra

G

Galafold

Gamifant

Gammagard

Gattex

Gavreto

Gazyva

Genotropin

Genvoya

Gilotrif

Givlaari

Glatiramer Acetate

Glatopa

Gleevec

Gocovri

Granix

H

Haegarda

Halaven

Harvoni

Hemlibra

Herceptin

Herceptin Hylecta

Herzuma

Hetlioz

Hulio

Humate-P

Humira

Hyqvia

Hyrmoz

I

Ibrance

Iclusig

Idacio

Idelvion

IDHIFA

Ilaris

Ilumya

Imbruvica

Imcivree

Imfinzi

Increlex

Inflectra

Ingrezza

Inlyta

Inqovi

Inrebic

Intelence

Iressa

*Drug available upon launch to market.

Iwifin	Lumizyme	Omvox	Retevmo	Sublocade
Ixemptra	Lumryz	Ontruzant	Revatio	Sucraid
Ixinity	Lunsumio	Onureg	Revcovi	Sunlenca
Izervay	Lupkynis	Opdivo	Revlimid	Supprelin
J	Lupron	Opdualag	Rezlidhia	Susvimo
Jadenu	Luxturna	Opsumit	Riabni	Sutent
Jakafi	Lynparza	Orencia	Rinvoq	Syfovre
Jaypirca	Lytgobi	Orenitram	Rituxan	Sylvant
Jemperli	M	Orfadin	Rituxan Hycela	Symdeko
Jevtana	Margenza	Orgovyx	Rivfloza	Symtuza
Jivi	Mayzent	Orkambi	Rixubis	Synagis
Joenna	Mekinist	Orladeyo	Rolvedon	T
Juxtapid	Mektovi	Orserdu	Rozlytrek	Tabrecta
Jynarque	Mvasi	Otezla	Ruconest	Tadliq
K	Myalept	Oxbryta	Rukobia	Tafinlar
Kadcyla	Myobloc	Oxervate	Ruxience	Tagrisso
Kalbitor	Mytesi	Oxlumo	Rybrevant	Takhzyro
Kalydeco	N	Ozurdex	Rydapt	Taltz
Kanjinti	Nerlynx	P	Rystiggo	Talzenna
Kanuma	Neulasta	Padcev	S	Targretin
Kesimpta	Neupogen	Palynziq	Samsca	Tasigna
Keveyis	Nexavar	Panhematin	Sandostatin Lar Depot	Tavalisse
Kevzara	Nexvazyme	Panzgya	Saphnelo	Tavneos
Kineret	Ngenla	Pemazyre	Sarclisa	Tazverik
Kisqali	Ninlaro	Perjeta	Scemblix	Tecentriq
Kisqali Femara Co-Pack	Nityr	Phesgo	Selzentry	Tecfidera
Kitabis	Nivestym	Pifeltro	Serostim	Tegsedi
Kogenate FS	Northera	Piqray	Sevenfact	Tepezza
Koselugo	Nourianz	Plegridy	Signifor	Tepmetko
Kovaltry	Novoeight	Polivy	Signifor LAR	Teriparatide
Krazati	Novoseven RT	Pombiliti	Siliq	Tezspire
Krystexxa	Nplate	Ponvory	Simlandi*	Thiola
Kuvan	Nubeqa	Poteligeo	Simponi	Tibsovo
Kyprolis	Nucala	Prezcobix	Skyclarys	Tivdak
L	Nulibry	Procysbi	Skyrizi	Tobi
Lamzede	Nuplazid	Prolia	Skysona	Tracleer
Ledipasvir/Sofosbuvir	Nutropin	Promacta	Skytrofa	Trazimera
Lemtrada	Nuwiq	Pulmozyme	sodium oxybate	Tremfya
Lenvima	Nyvepria	Pyrukynd	Sofosbuvir/Velpatasvir	Treprostinil
Leqembi	O	Q	Soliris	Tretten
Letairis	Ocaliva	Qalsody	Somatuline Depot	Trikafta
Leukine	Ocrevus	Qinlock	Somavert	Triptodur
Libtayo	Odefsey	R	Sotyktu	Triumeq
Litfulo	Odomzo	Radicava	Sovaldi	Trodelyv
Livmarli	Ofev	Ravicti	Spinraza	Trogarzo
Lonsurf	Ogivri	Rebif	Sprycel	Truqap
Loqtorzi	Ogsiveo	Rebinyon	Stelara	Truxima
Lorbrena	Ojjaara	Recombinant	Stimufend	Tukysa
Lucentis	Olpruva	Releuko	Stivarga	Turalio
Lumakras	Olumiant	Remicade	Strensiq	Tykerb
	Omnitrope	Renflexis	Stribild	Tymlos

*Drug available upon launch to market.

Tysabri
Tyvaso
Tzield

U

Udenyca
Ultomiris
Uptravi

V

Vabysmo
Valchlor
Vanflyta
Vectibix
Vegzelma
Venclexta
Verzenio
Vijoice

Viltepso

Viracept

Vistogard

Vitrakvi

Vivitrol

Vizimpro

Vonjo

Vonvendi

Vosevi

Votrient

Vowst

Voxzogo

Vpriv

Vumerity

Vyjuvek

Vyleesi

Vyndamax

Vyndaqel

Vyondys 53

Vyvgart

Vyvgart Hytrulo

Vyxeos

W

Wainua

Wakix

Welireg

Wilate

X

Xalkori

Xeljanz

Xembify

Xenazine

Xenpozyme

Xermelo

Xgeva

Xolair

Xospata

Xpovio

Xtandi

Xyntha

Xyrem

Y

Yervoy

Yonsa

Yuflyma

Yusimry

Z

Zarxio

Zejula

Zelboraf

Zeposia

Ziextenzo

Zirabev

Zokinvy

Zolgensma

Ztalmy

Zydelig

Zykadia

Zynlonta

Zynteglo

Zynyz

Zytiga

Exhibit 8

Exhibit 9

Exhibit 10

E. Evans Wohlforth, Jr.
Sabrina Galli
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Philippe Z. Selendy (*admitted pro hac vice*)
Andrew R. Dunlap (*admitted pro hac vice*)
Meredith Nelson (*admitted pro hac vice*)
Elizabeth Snow (*admitted pro hac vice*)
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esnow@selendygay.com

Attorneys for Defendant Save On SP, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

JOHNSON & JOHNSON HEALTH CARE
SYSTEMS INC.,

Plaintiff,

v.

SAVE ON SP, LLC,

Defendant.

Civ. A. No. 22-2632 (JKS) (CLW)

**DEFENDANT'S RESPONSES AND
OBJECTIONS TO PLAINTIFF'S
FOURTH SET OF INTERROGATORIES**

To: Jeffrey J. Greenbaum, Esq.
SILLS CUMMIS & GROSS, P.C.
One Riverfront Plaza

Newark, New Jersey 07102
973-643-7000

Adeel A. Mangi, Esq.
Harry Sandick, Esq.
George LoBiondo, Esq.
PATTERSON BELKNAP WEBB
& TYLER LLP
1133 Avenue of the Americas
New York, New York

*Attorneys for Plaintiff Johnson & Johnson
Health Care Systems Inc.*

Pursuant to Federal Rules of Civil Procedure 26 and 33, and Local Civil Rule 33.1, Defendant Save On SP, LLC (“SaveOnSP”), by and through its undersigned counsel, responds and objects to Plaintiff Johnson & Johnson Health Care Systems Inc.’s (“JJHCS”) Fourth Set of Interrogatories, dated June 27, 2024 (the “Interrogatories”). These responses should be deemed to supplement and amend SaveOnSP’s disclosures under Rule 26(a) of the Federal Rules of Civil Procedure. If SaveOnSP learns that in some material respect its responses are incomplete or incorrect, SaveOnSP will supplement or correct them if the additional or corrective information has not otherwise been made known to JJHCS during the discovery process or in writing. Fed. R. Civ. P. 26(e)(1)(A). SaveOnSP’s responses to these Interrogatories are based on information available to it at the time it made them. SaveOn reserves the right to modify or supplement its responses.

GENERAL OBJECTIONS

1. JJHCS does not limit any of its Interrogatories to nonprivileged material. Save-OnSP objects to each Interrogatory to the extent that it seeks a disclosure of information which is subject to the attorney-client privilege, the work product doctrine, the common-interest privilege, or any other applicable privileges, immunities, or doctrines.

2. JJHCS does not limit any of its Interrogatories to information within SaveOnSP's possession, custody, or control. SaveOnSP objects to each Interrogatory to the extent that it seeks disclosure of information that is not within SaveOnSP's possession, custody, or control that SaveOnSP can locate after a reasonable inquiry.

OBJECTIONS TO DEFINITIONS

3. SaveOnSP objects to the definition of "SaveOnSP" as including attorneys and accountants who may be outside of SaveOnSP's possession, custody, and control. SaveOnSP interprets the term "SaveOnSP" to mean Save On SP, LLC, and any and all predecessors and successors in interest, assignees, parents, subsidiaries, affiliates, divisions or departments, agents, representatives, directors, officers, employees, committees, and all persons or entities acting or purporting to act on behalf or under the control of Save On SP, LLC.

4. SaveOnSP objects to the definition of "SaveOnSP Program," as described in Complaint ¶¶ 9-17 and ¶¶ 50-88, because it mischaracterizes SaveOnSP's services. SaveOnSP will not use this definition. SaveOnSP instead interprets this term to mean the services that it provides to health plans.

5. SaveOnSP objects to the definition of "SaveOnSP Drug List" as it purports to incorporate a document created outside the discovery period.

6. SaveOnSP objects to the definition of "You" and "Your" to the same extent that it objects to the definition of "SaveOnSP."

OBJECTIONS TO INSTRUCTIONS

7. SaveOnSP objects to Instruction No. 15 in Plaintiff's Third Set of Interrogatories to the extent that JJHCS attempts to impose requirements on SaveOnSP beyond those required by the Federal Rules of Civil Procedure, agreed to by the parties, or ordered by the Court.

8. SaveOnSP objects to Instruction No. 16 to the extent it purports to require SaveOnSP to answer Plaintiff's Interrogatories based on knowledge obtained from all available sources. SaveOnSP will answer Plaintiff's Interrogatories based on information in its possession, custody, and control available to it following a reasonable inquiry.

9. SaveOnSP objects to Instruction No. 17 to the extent that JJHCS attempts to impose requirements on SaveOnSP beyond those required by the Federal Rules of Civil Procedure, agreed to by the parties, or ordered by the Court.

Dated: July 29, 2024

By: /s/ E. Evans Wohlforth, Jr.
E. Evans Wohlforth, Jr.
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esnow@selendygay.com

Attorneys for Defendant Save On SP, LLC

RESPONSES TO PLAINTIFF'S FOURTH SET OF INTERROGATORIES

INTERROGATORY NO. 21:

Describe all actions that You have taken relating to the New Terms, including whether You have removed or intend to remove the Affected Drugs from the SaveOnSP Program or SaveOnSP Drug Lists, and what You have communicated to Your client health plans or anyone else regarding the New Terms.

RESPONSE:

SaveOnSP objects to this Interrogatory as seeking information that is not relevant to the claims or defenses in this action.

SaveOnSP further objects to this Interrogatory to the extent that it seeks information regarding communications by or with SaveOnSP's counsel.

SaveOnSP further objects to this Interrogatory as unduly burdensome to the extent it requests that SaveOnSP identify and describe all actions SaveOnSP has taken regarding the New Terms and all communications with clients "or anyone else" about the same.

SaveOnSP will not respond to this Interrogatory.

Exhibit 11

Long, Julia (x2878)

From: Taylor Stone <tstone@selendygay.com>
Sent: Tuesday, September 10, 2024 1:41 PM
To: Long, Julia (x2878); Sarah Chase; LoBiondo, George (x2008); Mangi, Adeel A. (x2563); Sandick, Harry (x2723); _cg J&J-SaveOn; ~jgreenbaum@sillscummis.com; ~klieb@sillscummis.com
Cc: Philippe Selendy; Andrew Dunlap; Meredith Nelson; Elizabeth Snow; Hannah Miles; Wohlforth, E. Evans; Galli, Sabrina M.
Subject: RE: JJHCS v. SaveOnSP (Case No. 2:22-cv-02632-JKS-CLW) // SaveOn's 11th RFPs

External: Think before you click.

Julia,

We are in receipt of J&J's August 28 letter regarding SaveOn's 11th RFPs. As we have previously stated, we understand J&J's position to be that information related to the New Terms like that sought in J&J's Interrogatory No. 21 and SaveOn's Request No. 102 is relevant to SaveOn's mitigation defense, among other issues. Aug. 7, 2024 Email from J. Long to M. Nelson; Aug. 8, 2024 Email from M. Nelson to J. Long. SaveOn agrees that the information sought in these requests is relevant to its mitigation defense. Should J&J wish to discuss SaveOn's position on the relevance of Request No. 102 further, we are happy to do so after J&J has served its Responses & Objections.

Thank you,
Taylor

Taylor Stone

Associate [\[Email\]](#)
Selendy Gay PLLC [\[Web\]](#)
Pronouns: she, her, hers

+1 212.390.9088 [O]
+1 650.759.9799 [M]

From: Long, Julia (x2878) <jlong@pbwt.com>
Sent: Friday, September 6, 2024 12:54 PM
To: Sarah Chase <schase@selendygay.com>; LoBiondo, George (x2008) <globiondo@pbwt.com>; Mangi, Adeel A. (x2563) <aamangi@pbwt.com>; Sandick, Harry (x2723) <hsandick@pbwt.com>; _cg J&J-SaveOn <JJSaveOn@pbwt.com>; ~jgreenbaum@sillscummis.com <jgreenbaum@sillscummis.com>; ~klieb@sillscummis.com <klieb@sillscummis.com>
Cc: Philippe Selendy <pselendy@selendygay.com>; Andrew Dunlap <adunlap@selendygay.com>; Meredith Nelson <mnelson@selendygay.com>; Elizabeth Snow <esnow@selendygay.com>; Hannah Miles <hmiles@selendygay.com>; Taylor Stone <tstone@selendygay.com>; Wohlforth, E. Evans <EWohlforth@rc.com>; Galli, Sabrina M. <SGalli@rc.com>
Subject: RE: JJHCS v. SaveOnSP (Case No. 2:22-cv-02632-JKS-CLW) // SaveOn's 11th RFPs

Counsel:

We requested a response to the attached letter concerning SaveOnSP's 11th Set of RFPs by September 4. Please let us know when you intend to respond.

Best,
Julia

Julia Long
She | Her | Hers
Associate

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1133 Avenue of the Americas
New York, NY 10036

T 212.336.2878

jlong@pbwt.com

From: Long, Julia (x2878) <jlong@pbwt.com>
Sent: Wednesday, August 28, 2024 11:28 PM
To: Sarah Chase <schase@selendygay.com>; LoBiondo, George (x2008) <globiondo@pbwt.com>; Mangi, Adeel A. (x2563) <aamangi@pbwt.com>; Sandick, Harry (x2723) <hsandick@pbwt.com>; _cg J&J-SaveOn <JJSaveOn@pbwt.com>; ~jgreenbaum@sillscummis.com <jgreenbaum@sillscummis.com>; ~klieb@sillscummis.com <klieb@sillscummis.com>
Cc: Philippe Selendy <pselendy@selendygay.com>; Andrew Dunlap <adunlap@selendygay.com>; Meredith Nelson <mnelson@selendygay.com>; Elizabeth Snow <esnow@selendygay.com>; Hannah Miles <hmiles@selendygay.com>; Taylor Stone <tstone@selendygay.com>; Wohlforth, E. Evans <EWohlforth@rc.com>; Galli, Sabrina M. <SGalli@rc.com>
Subject: RE: JJHCS v. SaveOnSP (Case No. 2:22-cv-02632-JKS-CLW) // SaveOn's 11th RFPs

Counsel:

Please see the attached correspondence.

Best,
Julia

Julia Long
She | Her | Hers
Associate

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
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T 212.336.2878

jlong@pbwt.com

From: Sarah Chase <schase@selendygay.com>
Sent: Friday, August 23, 2024 10:01 AM
To: Long, Julia (x2878) <jlong@pbwt.com>; LoBiondo, George (x2008) <globiondo@pbwt.com>; Mangi, Adeel A. (x2563) <aamangi@pbwt.com>; Sandick, Harry (x2723) <hsandick@pbwt.com>; _cg J&J-SaveOn <JJSaveOn@pbwt.com>; ~jgreenbaum@sillscummis.com <jgreenbaum@sillscummis.com>; ~klieb@sillscummis.com <klieb@sillscummis.com>
Cc: Philippe Selendy <pselendy@selendygay.com>; Andrew Dunlap <adunlap@selendygay.com>; Meredith Nelson <mnelson@selendygay.com>; Elizabeth Snow <esnow@selendygay.com>; Hannah Miles <hmiles@selendygay.com>;

Taylor Stone <tstone@selendygay.com>; Wohlforth, E. Evans <EWohlforth@rc.com>; Galli, Sabrina M. <SGalli@rc.com>

Subject: JJHCS v. SaveOnSP (Case No. 2:22-cv-02632-JKS-CLW) // SaveOn's 11th RFPs

External: Think before you click.

Counsel,

Please find attached RFPs and related correspondence in the above-captioned matter.

Thanks,
Sarah

Sarah Chase

Associate [\[Email\]](#)

Selendy Gay PLLC [\[Web\]](#)

Pronouns: she, her, hers

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Exhibit 12

Long, Julia (x2878)

From: Sarah Chase <schase@selendygay.com>
Sent: Thursday, October 3, 2024 3:34 PM
To: Brill, Emma (x2272); Taylor Stone; Philippe Selendy; Andrew Dunlap; Meredith Nelson; Elizabeth Snow; Hannah Miles; Wohlforth, E. Evans; Galli, Sabrina M.
Cc: _cg J&J-SaveOn; ~klieb@sillscummis.com; ~jgreenbaum@sillscummis.com
Subject: RE: JJHCS v. SaveOnSP (Case No. 2:22-cv-02632-JKS-CLW) // SaveOn's 11th RFPs

External: Think before you click.

Emma,

We confirm receipt of your September 23, 2024 letter. While we disagree with your characterization of the parties' negotiations and with your relevance arguments, SaveOn is willing to make a proposal for a limited production from this extended time period. We are in the process of re-collecting documents for the new time period and will make a proposal once we have finished that process, which we anticipate will be within the next two weeks. Please let us know when we should expect your proposal on what documents J&J is willing to produce from this period. Once the parties have exchanged their proposals, we are happy to meet and confer as necessary.

Best,
Sarah

Sarah Chase

Associate [\[Email\]](#)
Selendy Gay PLLC [\[Web\]](#)
Pronouns: she, her, hers

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From: Brill, Emma (x2272) <ebrill@pbwt.com>
Sent: Wednesday, October 2, 2024 2:52 PM
To: Taylor Stone <tstone@selendygay.com>; Philippe Selendy <pselendy@selendygay.com>; Andrew Dunlap <adunlap@selendygay.com>; Meredith Nelson <mnelson@selendygay.com>; Sarah Chase <schase@selendygay.com>; Elizabeth Snow <esnow@selendygay.com>; Hannah Miles <hmiles@selendygay.com>; Wohlforth, E. Evans <EWohlforth@rc.com>; Galli, Sabrina M. <SGalli@rc.com>
Cc: _cg J&J-SaveOn <JJSaveOn@pbwt.com>; ~klieb@sillscummis.com <klieb@sillscummis.com>; ~jgreenbaum@sillscummis.com <jgreenbaum@sillscummis.com>
Subject: RE: JJHCS v. SaveOnSP (Case No. 2:22-cv-02632-JKS-CLW) // SaveOn's 11th RFPs

Counsel,

We requested a response to the attached letter by September 30. Please respond by tomorrow, October 3.

Thank you.

Best,

Emma

Emma Guido Brill

She | Her | Hers

Patterson Belknap Webb & Tyler LLP

T: 212.336.2272

ebrill@pbwt.com

From: Brill, Emma (x2272) <ebrill@pbwt.com>

Sent: Monday, September 23, 2024 6:00 PM

To: Taylor Stone <tstone@selendygay.com>; Philippe Selendy <pselendy@selendygay.com>; Andrew Dunlap <adunlap@selendygay.com>; Meredith Nelson <mnelson@selendygay.com>; Sarah Chase <schase@selendygay.com>; Elizabeth Snow <esnow@selendygay.com>; Hannah Miles <hmiles@selendygay.com>; Wohlforth, E. Evans <EWohlforth@rc.com>; Galli, Sabrina M. <SGalli@rc.com>

Cc: _cg J&J-SaveOn <JJSaveOn@pbwt.com>; ~klieb@sillscummis.com <klieb@sillscummis.com>; ~jgreenbaum@sillscummis.com <jgreenbaum@sillscummis.com>

Subject: RE: JJHCS v. SaveOnSP (Case No. 2:22-cv-02632-JKS-CLW) // SaveOn's 11th RFPs

Counsel,

Please find attached JJHCS's Responses & Objections to SaveOnSP's Eleventh Set of Requests for Production and related correspondence.

Best,
Emma

Emma Guido Brill

She | Her | Hers

Patterson Belknap Webb & Tyler LLP

T: 212.336.2272

ebrill@pbwt.com

From: Taylor Stone <tstone@selendygay.com>

Sent: Tuesday, September 10, 2024 1:41 PM

To: Long, Julia (x2878) <jlong@pbwt.com>; Sarah Chase <schase@selendygay.com>; LoBiondo, George (x2008) <globiondo@pbwt.com>; Mangi, Adeel A. (x2563) <aamangi@pbwt.com>; Sandick, Harry (x2723) <hsandick@pbwt.com>; _cg J&J-SaveOn <JJSaveOn@pbwt.com>; ~jgreenbaum@sillscummis.com <jgreenbaum@sillscummis.com>; ~klieb@sillscummis.com <klieb@sillscummis.com>

Cc: Philippe Selendy <pselendy@selendygay.com>; Andrew Dunlap <adunlap@selendygay.com>; Meredith Nelson <mnelson@selendygay.com>; Elizabeth Snow <esnow@selendygay.com>; Hannah Miles <hmiles@selendygay.com>; Wohlforth, E. Evans <EWohlforth@rc.com>; Galli, Sabrina M. <SGalli@rc.com>

Subject: RE: JJHCS v. SaveOnSP (Case No. 2:22-cv-02632-JKS-CLW) // SaveOn's 11th RFPs

External: Think before you click.

Julia,

We are in receipt of J&J's August 28 letter regarding SaveOn's 11th RFPs. As we have previously stated, we understand J&J's position to be that information related to the New Terms like that sought in J&J's Interrogatory No.

21 and SaveOn's Request No. 102 is relevant to SaveOn's mitigation defense, among other issues. Aug. 7, 2024 Email from J. Long to M. Nelson; Aug. 8, 2024 Email from M. Nelson to J. Long. SaveOn agrees that the information sought in these requests is relevant to its mitigation defense. Should J&J wish to discuss SaveOn's position on the relevance of Request No. 102 further, we are happy to do so after J&J has served its Responses & Objections.

Thank you,
Taylor

Taylor Stone

Associate [\[Email\]](#)

Selendy Gay PLLC [\[Web\]](#)

Pronouns: she, her, hers

+1 212.390.9088 [O]

+1 650.759.9799 [M]

From: Long, Julia (x2878) <jlong@pbwt.com>

Sent: Friday, September 6, 2024 12:54 PM

To: Sarah Chase <schase@selendygay.com>; LoBiondo, George (x2008) <globiondo@pbwt.com>; Mangi, Adeel A. (x2563) <aamangi@pbwt.com>; Sandick, Harry (x2723) <hsandick@pbwt.com>; _cg J&J-SaveOn <JJSaveOn@pbwt.com>; ~jgreenbaum@sillscummis.com <jgreenbaum@sillscummis.com>; ~klieb@sillscummis.com <klieb@sillscummis.com>

Cc: Philippe Selendy <pselendy@selendygay.com>; Andrew Dunlap <adunlap@selendygay.com>; Meredith Nelson <mnelson@selendygay.com>; Elizabeth Snow <esnow@selendygay.com>; Hannah Miles <hmiles@selendygay.com>; Taylor Stone <tstone@selendygay.com>; Wohlforth, E. Evans <EWohlforth@rc.com>; Galli, Sabrina M. <SGalli@rc.com>

Subject: RE: JJHCS v. SaveOnSP (Case No. 2:22-cv-02632-JKS-CLW) // SaveOn's 11th RFPs

Counsel:

We requested a response to the attached letter concerning SaveOnSP's 11th Set of RFPs by September 4. Please let us know when you intend to respond.

Best,
Julia

Julia Long

She | Her | Hers

Associate

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036

T 212.336.2878

jlong@pbwt.com

From: Long, Julia (x2878) <jlong@pbwt.com>

Sent: Wednesday, August 28, 2024 11:28 PM

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Cc: Philippe Selendy <pselendy@selendygay.com>; Andrew Dunlap <adunlap@selendygay.com>; Meredith Nelson

<mnelson@selendygay.com>; Elizabeth Snow <esnow@selendygay.com>; Hannah Miles <hmiles@selendygay.com>; Taylor Stone <tstone@selendygay.com>; Wohlforth, E. Evans <EWohlforth@rc.com>; Galli, Sabrina M. <SGalli@rc.com>
Subject: RE: JJHCS v. SaveOnSP (Case No. 2:22-cv-02632-JKS-CLW) // SaveOn's 11th RFPs

Counsel:

Please see the attached correspondence.

Best,
Julia

Julia Long
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Associate

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1133 Avenue of the Americas
New York, NY 10036

T 212.336.2878

jlong@pbwt.com

From: Sarah Chase <schase@selendygay.com>
Sent: Friday, August 23, 2024 10:01 AM
To: Long, Julia (x2878) <jlong@pbwt.com>; LoBiondo, George (x2008) <globiondo@pbwt.com>; Mangi, Adeel A. (x2563) <aamangi@pbwt.com>; Sandick, Harry (x2723) <hsandick@pbwt.com>; _cg J&J-SaveOn <JJSaveOn@pbwt.com>; ~jgreenbaum@sillscummis.com <jgreenbaum@sillscummis.com>; ~klieb@sillscummis.com <klieb@sillscummis.com>
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Subject: JJHCS v. SaveOnSP (Case No. 2:22-cv-02632-JKS-CLW) // SaveOn's 11th RFPs

External: Think before you click.

Counsel,

Please find attached RFPs and related correspondence in the above-captioned matter.

Thanks,
Sarah

Sarah Chase
Associate [[Email](#)]
Selendy Gay PLLC [[Web](#)]
Pronouns: she, her, hers

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Exhibit 13

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adunlap@selendygay.com
mnelson@selendygay.com
esnow@selendygay.com

Attorneys for Defendant Save On SP, LLC

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

JOHNSON & JOHNSON HEALTH CARE
SYSTEMS INC.,

Plaintiff,

v.

SAVE ON SP, LLC,

Defendant.

Civil Action No. 22-2632 (JMV) (CLW)

**DEFENDANT'S ELEVENTH
REQUEST FOR PRODUCTION OF
DOCUMENTS TO PLAINTIFF**

To: Jeffrey J. Greenbaum, Esq.
SILLS CUMMIS & GROSS, P.C.
One Riverfront Plaza
Newark, NJ 07102
973-643-7000

Adeel A. Mangi, Esq.
Harry Sandick, Esq.
George LoBiondo, Esq.
PATTERSON BELKNAP WEBB
& TYLER LLP
1133 Avenue of the Americas
New York, NY

*Attorneys for Plaintiff Johnson & Johnson
Health Care Systems Inc.*

PLEASE TAKE NOTICE that pursuant to Federal Rules of Civil Procedure 26 and 34, Defendant Save On SP, LLC (“SaveOnSP”), requests Plaintiff Johnson & Johnson Health Care Systems Inc. (“JJHCS”), to produce for inspection and copying the documents listed in these Requests, to the office of the undersigned within 30 days of being served or at a time and place mutually agreed by the parties and ordered by the Court.

PLEASE TAKE FURTHER NOTICE that this demand for production of documents shall be deemed continuing in nature so as to require supplemental responses if Plaintiff or Plaintiff’s counsel obtain or locate further or additional documents subsequent to the time Plaintiff’s responses are served.

Dated: August 23, 2024

By: /s/ E. Evans Wohlforth, Jr.

E. Evans Wohlforth, Jr.

Sabrina M. Galli

ROBINSON & COLE

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New York, NY 10174

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Andrew R. Dunlap

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mnelson@selendygay.com

esnow@selendygay.com

Attorneys for Defendant Save On SP, LLC

DEFINITIONS

The following definitions apply to these Requests:

1. The singular form of a word includes the plural, and vice versa.
2. Any tense of a verb includes all tenses.
3. Any natural person includes that person's agents, assigns, attorneys, employees, representatives, and successors.
4. Any entity other than a natural person includes (a) that entity's present and former agents, affiliates (foreign or domestic), assigns, attorneys, consultants, directors, divisions, employees, officers, parents, predecessors, representatives, servants, subsidiaries, and successors; (b) any person or entity, directly or indirectly, wholly or in part, associated with, controlled by, or owned by that entity; (c) and any other person or entity acting or purporting to act on behalf of (a) or (b).
5. "Action" means this litigation styled as "*Johnson & Johnson Health Care Systems Inc. v. Save On SP, LLC*" currently pending in the United States District Court for the District of New Jersey, No. 22-2632 (JMV) (CLW).
6. "All," "any," and "each" mean any and all.
7. "And" and "or" are construed both conjunctively and disjunctively.
8. "CarePath" means the Janssen copay assistance program marketed under the name CarePath that provides financial support services for patients using specialty drugs researched, developed, and marketed by the pharmaceutical companies of Johnson & Johnson, including Janssen (as defined herein).
9. "Communication" means the transmittal of information in the form of facts, ideas, inquiries, or otherwise.

10. “Copay Assistance” means any type of patient support that allows a drug manufacturer to pay all or some of a patient’s prescription drug cost for that manufacturer’s drug.

11. “Document” means “document” and “electronically stored information” as defined in the Federal Rules of Civil Procedure. A draft or non-identical copy is a separate document within the meaning of this term.

12. “Identify” means (a) with respect to persons, to give, to the extent known, the person’s full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment; (b) with respect to documents, either (i) to give, to the extent known, the (A) type of document; (B) general subject matter; (C) date of the document; and (D) author(s), addressee(s) and recipient(s); or (ii) to produce the documents, together with sufficient identifying information sufficient to satisfy Federal Rule of Civil Procedure 33(d).

13. “Including” means including but not limited to.

14. “Janssen” means Janssen Biotech, Inc., Janssen Pharmaceuticals, Inc., Janssen Products, LP, and Actelion Pharmaceuticals U.S., Inc., as well as any and all predecessors and successors in interest, assignees, parents, subsidiaries, affiliates, divisions or departments, agents, representatives, directors, officers, employees, committees, attorneys, accountants, and all persons or entities acting or purporting to act on behalf or under the control of Janssen Biotech, Inc., Janssen Pharmaceuticals, Inc., Janssen Products, LP, or Actelion Pharmaceuticals U.S., Inc.

15. “JJHCS” means Johnson & Johnson Health Care Systems Inc. and any and all predecessors and successors in interest, assignees, parents, subsidiaries, affiliates, divisions or departments, agents, representatives, directors, officers, employees, committees, attorneys, accountants, and all persons or entities acting or purporting to act on behalf or under the control of Johnson & Johnson Health Care Systems Inc., including Centocor, Inc., Ortho Biotech Products LP, McNeil

Pharmaceutical, Ortho-McNeil Pharmaceutical, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., Scios Inc., Janssen Biotech, Inc., Janssen Oncology, Inc., Janssen Research & Development, LLC, Janssen Pharmaceuticals, Inc., Janssen Products, LP, Actelion Pharmaceuticals U.S., Inc., Janssen BioPharma LLC, and Janssen Research & Development LLC. “JJHCS” also includes TrialCard to the extent that any J&J entity has legal control over its documents relating to its work for any J&J entity pursuant to a Master Services Agreement, per the Special Master’s order of May 28, 2023; and any other entity to the extent that any J&J entity has legal control over its documents relating to its work for any J&J entity pursuant a contract containing provisions similar to those in the Master Service Agreement discussing the May 28 order.

16. “JJHCS Hub Entity” means any entity retained or utilized by JJHCS to administer, in whole or in part, CarePath (including Lash Group and TrialCard), and any and all predecessors and successors in interest, assignees, parents, subsidiaries, affiliates, divisions or departments, agents, representatives, directors, officers, employees, committees, attorneys, accountants, and all persons or entities acting or purporting to act on behalf of such an entity.

17. “Lash Group” means The Lash Group, Inc. and any and all predecessors and successors in interest, assignees, parents, subsidiaries, affiliates, divisions or departments, agents, representatives, directors, officers, employees, committees, attorneys, accountants, and all persons or entities acting or purporting to act on behalf or under the control of The Lash Group, Inc.

18. “New Terms” means refers to any of the following terms in the CarePath terms and conditions for the Affected Drugs set forth in Appendices 1–3 to Plaintiff’s Fourth Set of Interrogatories:

- a. “[CarePath] is designed solely for the benefit of the patient. If your insurance company or health plan partners with SaveOnSP, then except where

prohibited by law, you will not be eligible for, and you agree not to use, [CarePath].”

- b. “If your health plan removes [the Affected Drug] from its partnership with SaveOnSP or other non-essential health benefit maximizer, you may be eligible to be reinstated in [CarePath].”
- c. “Notwithstanding any other term of this program, patients who are members of health plans that partner with SaveOnSP, or who are subject to services administered by SaveOnSP, are not eligible for [CarePath]. If your health plan removes [the Affected Drug] from its partnership with SaveOnSP, you may be eligible for [CarePath].”

19. “Person” means a natural person or legal entity including any business or governmental entity or association.

20. “Regarding” means (directly or indirectly, partially or wholly) about, alluding to, assessing, bearing upon, commenting upon, comprising, concerning, confirming, connected to, considering, containing, contradicting, dealing with, discussing, embodying, evaluating, evidencing, identifying, in connection with, indicating, in respect of, involving, memorializing, mentioning, noting, pertaining to, probative of, proving, recording, referring to, reflecting, relating to, reporting on, reviewing, setting forth, showing, stating, suggesting, summarizing, supporting, touching upon a subject, or having been created, generated, or maintained in connection with or as a result of that subject.

21. “Request” means any of these Requests for Production.

22. “SaveOnSP” means Save On SP, LLC, and any and all predecessors and successors in interest, assignees, parents, subsidiaries, affiliates, divisions or departments, agents,

representatives, directors, officers, employees, committees, attorneys, accountants, and all persons or entities acting or purporting to act on behalf or under the control of Save On SP, LLC.

23. “TrialCard” means TrialCard Inc. and any and all predecessors and successors in interest, assignees, parents, subsidiaries, affiliates, divisions or departments, agents, representatives, directors, officers, employees, committees, attorneys, accountants, and all persons or entities acting or purporting to act on behalf or under the control of TrialCard Inc.

24. “You” and “Your” means JJHCS.

INSTRUCTIONS

1. These Requests seek production of material in Your possession, custody, or control. Fed. R. Civ. P. 34(a)(1).

2. These Requests seek production of nonprivileged information. Fed. R. Civ. P. 26(b)(1).

3. These Requests seek production of material that is proportional to the needs of this case. Fed. R. Civ. P. 26(b)(1).

4. For each Request, either state that you will produce the requested material or state with specificity the grounds for objecting to the Request, including the reasons. Fed. R. Civ. P. 34(b)(2)(C).

5. If you object to all or part of a Request, state whether you are withholding any responsive material based on that objection. Fed. R. Civ. P. 34(b)(2)(C).

6. If you object to part of a Request, specify the part and state that you will produce documents responsive to the rest. Fed. R. Civ. P. 34(b)(2)(C).

7. If you withhold responsive information by claiming that the information is privileged or subject to protection as trial-preparation material, expressly make the claim and describe the nature of the information privileged or protected in a manner that, without revealing

information itself privileged or protected, will enable SaveOnSP to assess the claim, Fed. R. Civ. P. 26(b)(5)(A)(ii), including by indicating whether any document exists regarding the information, requested and stating, to the extent the privilege is being asserted in connection with a claim or defense governed by the state law, the state privilege rule being invoked, Local Rule 34.1.

8. If a document responsive to a Request was once in your possession, custody, or control and has since been lost or destroyed, provide (a) a detailed description of the document; (b) the name of the author; (c) the names of all persons to whom the document was sent; (d) the date on which the document was prepared or initially received; (e) the date on which the document was lost or destroyed; and (f) if the document was destroyed, the manner of its destruction the reason for its destruction, the name of the person who requested or authorized its decision, and the name of the person who destroyed it.

9. Produce documents as they are kept in the usual course of business. Fed. R. Civ. P. 34(b)(E)(i). For each document, identify the file or location from which it was taken and the name, affiliation, and position of the producing custodian or non-custodial source.

10. Produce electronically stored information in the form and manner required by any agreed-upon or court-ordered protocols. In the absence of any such protocol at the time of production, consult SaveOnSP for further instruction.

11. Produce each document in its entirety, without abbreviation or redaction, including all attachments or materials attached thereto.

12. Produce all versions of each document that are not identical to the original document (including all drafts) whether due to handwritten notation, revisions, enclosures, attachments, underlining, highlighting, or otherwise.

13. These Requests are deemed continuing. If after responding to any Request you learn that your response is in some material respect incomplete or incorrect, supplement or correct your response in a timely manner. Fed. R. Civ. P. 26(e)(1)(A).

TIME PERIOD

Unless otherwise specified, these Requests relate to the time period from and including April 1, 2016 through the present.

REQUESTS

102. All Documents and Communications regarding the decision to adopt, adoption of, drafting of, or implementation of the New Terms.

Exhibit 14

Selendy Gay PLLC
1290 Avenue of the Americas
New York NY 10104
212.390.9000

Selendy|Gay

Taylor Stone
Associate
212.390.9088
tstone@selendygay.com

August 23, 2024

Via E-mail

Julia Long
Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036
jlong@pbwt.com

Re: *Johnson & Johnson Health Care Systems Inc. v. Save On SP, LLC* (Case No. 2:22-cv-02632-JKS-CLW)

Dear Julia,

Today, SaveOn is serving its 11th Set of Requests for Production, which seek documents related to J&J's decision to update its CarePath terms and conditions for certain Janssen drugs in 2024. To target discovery on this issue, SaveOn requests that J&J propose search terms to be run over custodians likely to have documents responsive to this Request for a period beginning when J&J first considered these changes to CarePath's terms and conditions through July 31, 2024.

Based on our review of J&J's productions to date, we believe that the following search term may be appropriate to identify documents responsive to this Request:

Search Term: ((revis* OR rewrit* OR chang* OR update* OR new OR modif* OR maximiz* OR accumulat* OR SaveOnSP OR SaveOn OR "Save On SP" OR "Save OnSP" OR Save-On OR SOSp OR CAPa OR CAPm OR "adjustment program*" OR "diversion program*" OR "non-essential health benefit" OR NEHB) w/50 (term* OR condition* OR T&C* OR eligib* OR ineligib* OR requirement*)) w/50 (Stelara OR Tremfya OR Simponi OR Remicade OR Opsumit OR Opsynvi OR Tracleer OR Upravi OR CarePath or withMe)

We also ask that J&J identify appropriate custodians, but believe that at a minimum those custodians should include Quinton Kinne, William Shontz, Katie Mazuk, L.D. Platt, and Debbie Kenworthy.

Julia Long
August 23, 2024

We reserve all rights and are available to meet and confer.

Sincerely,

/s/ Taylor Stone

Taylor Stone
Associate

Exhibit 15



August 28, 2024

Julia Long
(212) 336-2878

VIA EMAIL

Taylor Stone, Esq.
Selendy Gay, PLLC
1290 Avenue of the Americas
New York, NY 10104

Re: SaveOnSP's Eleventh Set of RFPs
Johnson & Johnson Health Care Systems, Inc. v. Save On SP, LLC,
2:23-cv-02632 (JKS) (CLW)

Dear Taylor:

We write in partial response to SaveOnSP's Eleventh Set of RFPs and its August 23, 2024 letter proposing search parameters for the associated request.

As you know, Request No. 102 seeks "[a]ll Documents and Communications regarding the decision to adopt, adoption of, drafting of, or implementation of the New Terms," with "New Terms" defined as "any of the following terms in the CarePath terms and conditions for the Affected Drugs set forth in Appendices 1–3 to Plaintiff's Fourth Set of Interrogatories." In response to JJHCS's Fourth Set of Interrogatories, however, SaveOnSP took the position that the New Terms were irrelevant to the claims and defenses at issue because "J&J has not asserted any claims based on the 2024 terms and conditions," *see* Aug. 2, 2024 Email from M. Nelson to J. Long (explaining the basis for SaveOnSP's July 29, 2024 responses and objections), and later requested that "[a]s the party that served the interrogatory, J&J has the burden of establishing that it seeks relevant information." Aug. 5, 2024 Email from M. Nelson to J. Long. In the interest of avoiding protracted discussions next month, please provide SaveOnSP's basis for Request No. 102, including whether SaveOnSP now concedes that both the operative complaint and JJHCS's proposed amended complaint alleges ongoing harm related to both the tortious interference and GBL § 349 claims. As we have told you, JJHCS's position is that the New Terms are squarely in this case and encompassed within our existing pleading.

Please respond by September 4, 2024. We remain available to meet and confer.

Very truly yours,

/s/ Julia Long
Julia Long

Exhibit 16



September 23, 2024

Julia Long
(212) 336-2878

VIA EMAIL

Taylor Stone, Esq.
Selendy Gay PLLC
1290 Avenue of the Americas
New York, NY 10104

Re: *Johnson & Johnson Health Care Systems, Inc. v. Save On SP, LLC*
No. 2:22-cv-02632 (JKS) (CLW)

Dear Taylor:

We write in response to SaveOnSP's August 23, 2024 letter and its email of September 10, 2024, and further to JJHCS's August 28, 2024 letter concerning SaveOnSP's Eleventh Set of Requests for Production.

Request No. 102 seeks "[a]ll Documents and Communications regarding the decision to adopt, adoption of, drafting of, or implementation of the New Terms," with "New Terms" defined as certain specified "terms in the CarePath terms and conditions for the Affected Drugs set forth in Appendices 1–3 to Plaintiff's Fourth Set of Interrogatories." In response, JJHCS has stated that it "is willing to meet and confer on appropriate, and reciprocal, search parameters concerning the New Terms." Sept. 23, 2024 Responses and Objections to SaveOnSP's 11th Set of RFPs at 6.

As you know, SaveOnSP initially took the position that the New Terms were irrelevant to both JJHCS's claims and SaveOnSP's mitigation defense. *See* Aug. 27, 2024 Supplemental Responses and Objections to JJHCS's 4th Set of Interrogatories at 5; Aug. 1, 2024 Email from J. Long to M. Nussbaum (memorializing the Aug. 1 conferral); *see also* Aug. 2, 2024 Email from M. Nelson to J. Long ("SaveOn's position is that J&J has not asserted any claims based on the 2024 terms and conditions and that Interrogatory No. 21 is therefore irrelevant to J&J's existing claims."). It was only after SaveOnSP served Request No. 102 that SaveOnSP stated that "the information sought in these requests is relevant to [SaveOnSP's] mitigation defense." Sept. 10, 2024 Email from T. Stone to J. Long. But SaveOnSP's position is inconsistent. SaveOnSP cannot claim a "mitigation defense" for a period during which it claims JJHCS is not accruing damages.

JJHCS's position on the New Terms is clear: they are part and parcel of the Complaint and the Proposed Amended Complaint. Accordingly, JJHCS proposes that the parties

Taylor Stone, Esq.
September 23, 2024
Page 2

meet and confer on appropriately tailored search parameters in response to SaveOnSP's Request No. 102 and a refresh, through to the same date, of SaveOnSP's production of documents in response to JJHCS's Request No. 23, which seeks "[a]ll documents and communications relating to . . . the terms and conditions of CarePath." *See* SaveOnSP's Nov. 23, 2022 R&Os to JJHCS's First and Second Set of RFPs at 22. By September 30, 2024 please advise whether SaveOnSP is prepared to refresh its production of documents in response to this request.

We reserve all rights and are available to meet and confer.

Very truly yours,

/s/ Julia Long
Julia Long

Exhibit 17

Long, Julia (x2878)

From: Long, Julia (x2878)
Sent: Thursday, October 3, 2024 5:26 PM
To: 'pselendy@selendygay.com'; 'Andrew Dunlap'; 'Wohlforth, E. Evans'; 'Meredith Nelson'; 'Elizabeth Snow'; 'Galli, Sabrina M.'; ~mberman@hdrbb.com; 'Jeremy M. Sternberg'; 'Andrew.Solinger@hklaw.com'; 'Emily Robey-Phillips'; 'Krithika.Rajkumar@hklaw.com'; 'Kate Ledden'; 'Hellmann, Sarah'; 'chris.smith@huschblackwell.com'
Cc: Mangi, Adeel A. (x2563); Sandick, Harry (x2723); LoBiondo, George (x2008); ~jgreenbaum@sillscummis.com; ~klieb@sillscummis.com; _cg J&J-SaveOn
Subject: JJHCS v. SaveOnSP (No. 2:22-cv-02632-JKS-CLW) // Proposed Supplemented Amended Complaint
Attachments: Proposed Supplemented Amended Complaint.pdf; Redline - Proposed Supplemented Amended Complaint.pdf; Exhibit A_.pdf; Exhibit B_.pdf

Counsel:

Tomorrow, JJHCS intends to move for leave to supplement the Amended Complaint pursuant to Federal Rule of Civil Procedure 15(d). Enclosed is a copy of the Proposed Supplemented Amended Complaint, along with a redline comparing that filing against the Amended Complaint docketed yesterday. As you will see, the Proposed Supplemented Amended Complaint materially changes only six paragraphs.

Please confirm whether Defendants consent to JJHCS's motion to supplement by tomorrow at 2:00 p.m. We are available to meet and confer before that time.

Best,
Julia

Julia Long
She | Her | Hers
Associate

Patterson Belknap Webb & Tyler LLP
1133 Avenue of the Americas
New York, NY 10036

T 212.336.2878

jlong@pbwt.com